

DIVIDER

LIBER NO

230

George Henry Blubaugh et ux
To

Filed and Recorded December 7th 1949 at 10:40 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 6th day of December in the year Nineteen Hundred and Forty-Nine by and between George Henry Blubaugh and Orvella Ray Blubaugh his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors the sum of Three Thousand (\$3,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that tract or parcel of land situate, lying and being near the National Turnpike, about three miles West of the City of Cumberland, Allegany County, Maryland, near LaVale, and particularly described as follows, to-wit:

BEGINNING for the outlines for the same at a planted stone at the northerly side of the right-of-way of the Eckhart Branch of the Cumberland and Pennsylvania Railroad, said stone being 31.85 feet measured at right angles in a northerly direction from the center line of said Railroad, as now located, said stone being also at the end of the fifth line of a deed from Frederick M. Fairchild et ux to Lillie Spring, dated March 5, 1922, and recorded among the Land Records of Allegany County, in Liber No. 109, folio 463, and running thence with the fifth line reversed, and corrected, North 43 degrees 41 minutes West 550 1/2 feet to an iron bar on the southerly side of Braidock's Run and on the fourth line of the aforesaid deed from Fairchild to Spring, said point being North 54 degrees 39 minutes East 10 feet from a chestnut tree anciently marked, with six notches thence South 54 degrees 39 minutes West 10 feet to the aforesaid chestnut tree at the end of the third line of a deed from Ralph P. Wilkinson et ux to Charles W. Hintz, dated August 7, 1903, and recorded among the Land Records of Allegany County, in Liber No. 93 Folio 284, and thence with the fourth line of said last mentioned deed, corrected for variations, south 20 degrees 51 minutes East 596 feet to a stake and stone pile on the northerly side of right-of-way of the aforesaid Eckhart Branch of the Cumberland and Pennsylvania Railroad, and at the end of said fourth line, thence with the right-of-way of said Railroad, North 47 degrees 05 minutes East 240-25 feet to the beginning, containing 1.64 of an acre of land, more or less.

It being the same property conveyed by Isaac J. Metzler and Elsie L. Metzler, his wife, to George Henry Blubaugh and Orvella Ray Blubaugh, his wife by deed dated the 6th day of December 1949 and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors heroby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the promises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least three thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor

Attest: Gerald L. Harrison

George Henry Blubaugh (SEAL)
Orvella Ray Blubaugh (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 6th day of December in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George Henry Blubaugh and Orvella Ray Blubaugh his wife the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

For value received the First Federal Savings and Loan Association of Cumberland, Maryland, hereby releases the within and foregoing mortgage. Witness the signature of James C. Daikley, Executive Vice President, and the Corporate Seal of said Corporation attested by its Secretary the day and year above written.
Attest: Gerald L. Harrison
(Corporate Seal)
James C. Daikley
Executive Vice President.

Orrie T. Burkhardt et ux

To Filed and Recorded December 8th 1949 at 12:30 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 7th day of December in the year Nineteen Hundred and Forty-nine by and between Orrie T. Burkhardt and Roberta M. Burkhardt his wife, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of One Thousand and Fifty (\$1,050.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of fifteen (\$15.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two lots or parcels of ground fronting 25 feet each on Princeton Street in Bellevue Addition to the City of Cumberland, in Allegany County, and State of Maryland and known as Lots Numbers 20 and 21 of Block "K" of said Addition and described as a whole as follows:

BEGINNING for the same at a point in the Westerly side of Princeton Street at the end of the first line of Lot No. 19 of said Addition and running thence with the Westerly side of Princeton Street North 32 degrees 30 minutes East 50 feet; thence at right angles to said Princeton Street, North 57 degrees 30 minutes West 100 feet to the Easterly side of Leiper Street, and withit South 32 degrees 30 minutes West 50 feet to the end of the second line of said Lot No. 19 thence reversing said second line South 57 degrees 30 minutes East 100 feet to the place of beginning.

It being the same property conveyed to Perry E. Welsh by deed from the Henderson Estate (Louisa P. Henderson et al) dated October 6, 1927, and recorded in Liber 155, folio 548, one of the Land Records of Allegany County, Maryland; and being also the same property which was conveyed to Carl Leasure and wife by deed from Perry E. Welsh and Sallie Welsh, his wife, in which the said Perry E. Welsh and wife reserved to themselves a life interest, said deed being dated the 11th day of January, 1939, and recorded in Liber No. 182 folio 395. The said Perry E. Welsh has since died, thus vesting the entire life interest in the said Sallie Welsh.

It being also the same property conveyed by Robert Carl Leasure and Hazel May Leasure to Orrie T. Burkhardt and Roberta M. Burkhardt his wife, by deed dated the 7 day of December 1949 and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public lions levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One thousand and fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, forthemselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) to the adequacy of any security for the debt to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison

Orrie T. Burkhardt (SEAL)
Roberta M. Burkhardt (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 7th day of December in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Orrie T. Burkhardt and Roberta M. Burkhardt, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid,
(Notarial Seal) Gerald L. Harrison

Notary Public

For value received the First Federal Savings and Loan Association of Cumberland, Maryland, has caused this and foregoing mortgage to be recorded in the office of the Notary Public, in and for said County, this day of December, 1949, at which time the said mortgage was acknowledged by the mortgagors and the mortgagee, and the Notary Public, in and for said County, did certify that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.
Attest: Gerald L. Harrison
(Corporate Seal) 6/6/50 By Gerald L. Harrison
Secretary

Albert J. Pou et ux

To Filed and Recorded December 8th 1949 at 12:30 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$3.30)

This Mortgage, Made this 7th day of December in the year Nineteen Hundred and Forty Nine by and between Albert J. Pou and Ann C. Pou his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-five (\$35.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being situated on the westerly side of the Bedford Road in Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing on the westerly side of the Bedford Road which point of beginning is also the point of beginning of a deed from Rudolph F. Valentine, et ux et al to Luther Valentine, dated December 8, 1933, and recorded in Deeds Liber 170, folio 205, among the Land Records of Allegany County, Maryland, thence with part of said first line as corrected by magnetic variation, North 37 degrees East 90.7 feet to the end of the fourth line in a deed from Belle W. Valentine to Lloyd W. Valentine, dated February 2, 1946, and recorded in Deeds Liber 207, folio 127 among the aforesaid Land Records; thence reversing said fourth line North 53 degrees West 145.75 feet to the easterly side of a 12 foot alley; thence with said side of said alley South 37 degrees West 90.7 feet; thence South 53 degrees East 145.75 feet to the place of beginning.

It being the same property conveyed by Belle Valentine (unmarried) to Albert J. Pou by deed dated the 12th July, 1949, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 225, Folio 523.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

Albert J. Pou (SEAL)
Ann C. Pou (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 7th day of December in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Albert J. Pou and Ann C. Pou his wife

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

John R. Rodecap et ux

Mortgage

To Filed and Recorded December 13th 1949 at 1:20 P.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$6.60)

This Mortgage, Made this 12th day of December in the year Nineteen Hundred and Forty Nine by and between John R. Rodecap and Minnie P. Rodecap, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Sixty-Two Hundred (\$6,200.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-Nine & 03/100 (\$49.03) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece, tract or parcel of land situated in Allegany County, State of Maryland, and described as follows, to wit:

BEGINNING for the same at a point on the Easterly side of the Bedford Road standing North 20 degrees 49 minutes East 55.1 feet from the most Northerly corner of the two story stucco dwelling house now located on the lot hereby conveyed, said beginning point being also on the third line of the deed from Espy L. Mauk and wife to Wesley C. Light dated July 11th 1925, and recorded in Liber 151, folio 91, one of the Land Records of Allegany County, and running thence with the Easterly side of said Bedford Road, South 37 degrees 3 minutes West 142 feet to the Northerly side of a road or street and with it, South 40 degrees 42 minutes East 639 feet then North 46 degrees East 195.3 feet to the third line of the aforesaid deed from Espy L. Mauk and wife to Wesley C. Light thence reversing said third line as corrected, North 45 degrees 35 minutes West 660.3 feet to the place of beginning.

Containing 2 1/2 acres more or less.

It being the same piece or parcel of land conveyed by Cornelia Browning, widow, to John R. Rodecap and Minnie P. Rodecap, his wife, by deed dated the 15th day of June, 1935, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 172 folio 629.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-two hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison John A. Rodecap (SEAL)
Minnie P. Rodecap (SEAL)
 (SEAL)
 (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 12th day of December in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, John A. Rodecap and Minnie P. Rodecap, his wife personally appeared

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
Gerald L. Harrison
 Notary Public

Robert E. Streett et al

Mortgage

To Filed and Recorded December 13th 1949 at 1:20 P.M.

The First Federal Savings and Loan Association of Cumberland

(Stamps \$4.95)

This Mortgage, Made this 9th day of December in the year Nineteen Hundred and Forty Nine by and between Robert E. Streett (single) and Robert S. Streett

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty-eight Hundred (\$4800.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-eight (\$48.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the Northeast side of the Christie Road, about two miles East of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing at the point of intersection of the East side of the Christie Road with the Second line of the whole tract of ground conveyed by Ada B. Collins and Henry P. Lippold by deed dated the 21st day of May, 1943, and recorded in Liber No. 196, Folio 254, one of the Land Records of Allegany County, said stake also stands North 67 degrees and 4 minutes East, 51-6/10 feet from the Northeast corner of the dwelling that stands on the adjoining property and continuing thence with the Northeast side of the said Christie Road 20 feet from and parallel with the centerline of the said Christie Road (Magnetic Bearings as of October 21, 1948, and with Horizontal Measurements) North 28 degrees and 40 minutes East, 71-4/10 feet to an iron stake thence leaving the said Christie Road, North 88 degrees, and 38 minutes East, 274 feet to an iron stake, thence South 17 degrees and 22 minutes East, 91-4/10 feet to an iron stake standing at the end of the First line of the aforementioned Henry F. Lippold tract of ground thence with part of the said Second line of the Lippold tract, North 85 degrees and 43 minutes West 266-1/10 feet to the beginning, containing 46/100 of an acre more or less.

It being the same property conveyed by Henry F. Lippold and Helen M. Lippold, his wife, to Robert E. Streett, unmarried by deed dated the 16th day of November, 1948, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 223, Folio 169.

Robert S. Streett, one of the grantors herein, joins in this mortgage for the purpose of personally covenanting and guaranteeing to pay the above debt according to the terms as therein set forth and making himself personally obligated thereon.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-eight hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and close this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison Robert E. Streett (SEAL)
Robert S. Streett (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 9th day of December in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, Robert E. Streett, single and Robert S. Streett personally appeared

the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
Gerald L. Harrison
Notary Public

Charles L. Albright et ux
To Filed and Recorded December 15th 1949 at 11:15 A.M.
First Federal Savings and Loan Association of Cumberland

Mortgage

(Stamps \$2.75)

This Mortgage, Made this -- day of December 14th in the year Nineteen Hundred and Forty-Nine by and between Charles L. Albright and Cecilia E. Albright his wife, of Allegany County, in the State of Maryland part 123 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Twenty Seven Hundred (\$2700.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-seven (\$27.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot of ground in the City of Cumberland, Allegany County, Maryland, which is particularly described as follows, to-wit: BEGINNING for the same at a locust stake standing at the intersection of the Northerly side of Cecilia Street with the Easterly side of an Alley 15 feet in width running parallel with and 100 feet distant from Park Street; and running thence with said side of Cecilia Street North 75 1/2 degrees East 46 1/2 feet; thence at right angles to said Cecilia Street North 14 1/2 degrees West 100 feet to the point of intersection of the Southerly side of an Alley with the Easterly side of said 15 foot Alley, and then with said 15 foot alley, South 10 1/2 degrees West 110 feet to the place of beginning.

It being the same property conveyed by Matthew J. Mullaney, Trustee, to Charles L. Albright and Cecilia E. Albright, his wife, by deed dated the 18th day of February, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 219, Folio 303.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-seven hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors
Attest: Gerald L. Harrison

Charles L. Albright (SEAL)
Cecilia E. Albright (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 14th day of December in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles L. Albright and Cecilia E. Albright his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

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William S. Sheetz et ux

Mortgage

To Filed and Recorded December 15th 1949 at 11:30A.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 14th day of December in the year Nineteen Hundred and Forty nine by and between William S. Sheetz and Marjorie M. Sheetz his wife, of Allegany County, in the State of Maryland partias of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Therres, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty Eight Hundred (\$4800.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Thirty-five and 52/100 (\$35.52) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot known as Lot No. "C" lying and being in the Sub-division of the Reuschel property in Mapleside in Allegany County, Maryland, and more particularly described as follows:

Lot "C": BEGINNING at a point on the Westerly side of Maple Street at its intersection with the Southerly side of Private Alley "A" said point being distant 111 feet measured in a Southerly direction along the Westerly side of said Maple Street from the Southerly side of said Anderson Street, and running thence with the Westerly side of said Maple Street, South 26 degrees 23 minutes West 50 feet thence at right angles thereto North 63 degrees 37 minutes West 100 feet to the Easterly side of Private Alley "B" and with it North 26 degrees 23 minutes East 50 feet to the Southerly side of Private Alley "A" and with it South 63 degrees 37 minutes East 100 feet to the beginning.

It being the same property conveyed by Allen L. Reuschel and Evelyn P. Reuschel, his wife, to William S. Sheetz and Marjorie M. Sheetz, his wife, by deed dated the 14 day of December, 1949 and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-eight hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.

Attest:

Gerald L. Harrison

William S. Sheetz

Marjorie M. Sheetz

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 14th day of December

in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William S. Sheetz and Marjorie M. Sheetz his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

John W. Knowlton et ux
To

Filed and Recorded December 21st 1949 at 10:55 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$8.80)

This Mortgage, Made this 20th day of December in the year Nineteen Hundred and Forty nine by and between John W. Knowlton and Louise M. Knowlton his wife of Allegany County, in the State of Maryland part les of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Eight thousand (\$8,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Eighty (\$80.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground situated on the Southerly side of Avirett Avenue in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 15, 16, and 17 in Riverview Addition, a plat of which said Addition is recorded in Liber 108, Folio 739, one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as whole as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of Avirett Avenue distant South 75 degrees 30 minutes East 350 feet from the intersection of said Avirett Avenue with the Easterly side of Lehigh Street, said point being also at the end of the first line of Lot No. 14 in said Addition, and running then with the Southerly side of Avirett Avenue South 75 degrees 30 minutes East 75 feet to the dividing line between Lots Nos. 17 and 18 in said Addition, then at right angles to Avirett Avenue and with said dividing line South 14 degrees 30 minutes West 100 feet to the Northerly side of a 12 foot alley, then with said Alley North 75 degrees 30 minutes West 75 feet to the end of the second line of said Lot No. 14, and then at right angles to said Alley and with said Second line reversed North 14 degrees 30 minutes East 100 feet to the place of beginning. All bearings referred to being magnetic as of December, 1949. (C.R. Nuzum C.E.)

It being the same property conveyed by Harry I. Stegmaler, Trustee, to John W. Knowlton and Louise M. Knowlton his wife, dated the 19 day of December, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, and should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor

Attest: Gerald L. Harrison

John M. Knowlton (SEAL)
Louisa M. Knowlton (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 20th day of December

in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John M. Knowlton and Louisa M. Knowlton, his wife

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

For value received the First Federal Savings and Loan Association of Cumberland, hereby releases the within and foregoing mortgage, Witness the signature of Gerald L. Harrison, Secretary of said Association, and the Corporate Seal of said Association, attached by its Secretary the day and year above written.
Attest: Gerald L. Harrison Secretary
(Corporate Seal) By Gerald L. Harrison Secretary
6/5/50 By Gerald L. Harrison Secretary

Lloyd H. Buchanan et ux

Mortgage

To Filed and Recorded December 22nd 1949 at 2:00 P.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$11.55)

This Mortgage, Made this 21st day of December in the year Nineteen Hundred and Forty nine by and between Lloyd H. Buchanan and Bessie B. Buchanan, his wife, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Ten Thousand Six Hundred and Seventy-two (\$10,672.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Seventy-eight and 94/100 (\$78.94) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground on the Northerly side of LaVale Terrace known and designated as part of Lots Nos. 15 and 16 in the Annex to the National Highway Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Plat Case Box No. 103, among the Land Records of Allegany County, Maryland which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Northerly side of LaVale Terrace at the end of the first line of a deed from the Cumberland Realty and Storage Company to Merle G. Kelly et vir dated April 29, 1949, which is recorded in Liber 225, Folio 96, one of the Land Records of Allegany County, Maryland, and running then with said terrace South 42 degrees 20 minutes West 60.7 feet then North 47 degrees 40 minutes West 150 feet, then North 42 degrees 20 minutes East 60.7 feet then North 47 degrees 40 minutes West 150 feet then North 42 degrees 20 minutes East 60.7 feet to the end of the second line of said Kelly deed and then with said second line reversed South 47 degrees 40 minutes East 150 feet to the place of beginning.

It being the same property conveyed by The Cumberland Realty and Storage Company and others to Lloyd H. Buchanan and Bessie B. Buchanan, his wife, by deed dated the 20th day of December, 1949, and to be recorded among the Land Records of Allegany County, Maryland prior to the recording of this mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten thousand six hundred and seventy-two Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest: Lynn C. Lashley

Lloyd H. Buchanan (SEAL)
Bessie B. Buchanan (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 21st day of December in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lloyd H. Buchanan and Bessie B. Buchanan his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Lynn C. Lashley

Notary Public

Louise C. Murphy et vir

To

Filed and Recorded December 23rd 1949 at 11:20 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$3.85)

This Mortgage, Made this 23rd day of December in the year Nineteen Hundred and Forty-Nine by and between Louise C. Murphy and John J. Murphy her husband of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirty-Five Hundred (\$3500.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty (\$50.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two lots or parcels of ground situate, lying and being in the City of Cumberland, Allegany County, State of Maryland, and designated on the Plat of the Humbird Land and Improvement Company's Addition to South Cumberland, as Lots Nos. 543 and 544 and more particularly described as follows:

LOT NO. 543: BEGINNING for the same on the South side of Potomac Street at the end of the first line of Lot No. 542, and running thence with said Street South 53½ degrees East 30 feet; thence South 36½ degrees West 150 feet to an alley; thence with said alley North 53½ degrees West 30 feet to the end of the second line of Lot No. 542, thence with said second line reversed, North 36½ degrees East 150 feet to the beginning.

LOT NO. 544: BEGINNING for the same on the South side of Potomac Street at the end of the first line of Lot No. 543, and running thence with said Street South 53½ degrees East 30 feet; thence South 36½ degrees West 150 feet to an alley, thence with said alley North 53½ degrees West 30 feet to the end of the second line of Lot No. 543, thence with said second line reversed, North 36½ degrees East 150 feet to the place of beginning.

It being the same property which was conveyed to Louise C. McCulley now intermarried with John J. Murphy and Josephine McCulley now intermarried with Raymond V. Deblasio, widow, and others, by deed dated March 21, 1939, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 187 folio 287; and the interest of the said Josephine McCulley Deblasio and Raymond V. Deblasio her husband, having been conveyed to the said Louise C. Murphy and John J. Murphy her husband by deed dated the 1st day of August, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 204, Folio 615.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor

Attest: Gerald L. Harrison

Louise C. Murphy (SEAL)
John J. Murphy (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 23rd day of December in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Louise C. Murphy and John T. Murphy her husband the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

Lorraine M. Smith et vir

Chattel Mortgage

To Filed and Recorded December 7th 1949 at 2:40 P.M.

Lester Millenson t/a, etc.

This Chattel Mortgage Made this 5th day of December, 19 49

by and between Lorraine M. Smith and Harry R. Smith her husband of the City of Barton, Allegany County State of Maryland hereinafter called the "Mortgagor," LESTER MILLENSON, trading as NATIONAL LOAN COMPANY, Cumberland, Maryland (License No. 92), hereinafter called the "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$ 300.00), the actual amount lent by the Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount the Mortgagor hereby covenants to repay unto the Mortgagee as herein set forth, the said Mortgagor doth hereby bargain and sell unto the said Mortgagee the following described personal property, now located at No. Barton, Maryland Street aforesaid, that is to say:-

Make	Model	Year	Engine No.	Serial No.	Title No.
--					

OTHER ACCESSORIES:

1-Breakfast set consisting of chrome table and 4 chrome & red chairs, 1-Porcelain Top Kitchen Cabinet, 1-Minicroft Coal & Wood Cooking Stove, 1-"Blackstone" Electric Washer, 1-Oak Table, 5-Oak Chairs, 1-Rocking Chair, 1-Table Model Radio, 1-Wine Studio Couch, 1-3 pc. Living Room Suite consisting of blue davenport, blue chair and wine chair, 1-Coffee Table with blue glass top, 2 end tables 2-floor lamps, 1-Ottoman, 1-9x12 Wine Rug, 1-Waterfall Bedroom Suite consisting of bed, dresser, vanity and bench, 1-chest of drawers, 2-Night stands, 1-Metal Bed, 1-Baby bed.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

TO HAVE AND TO HOLD the same unto the said Mortgagee, his personal representatives and assigns, forever.

PROVIDED, HOWEVER, that if the said Mortgagor shall pay or cause to be paid to the said Mortgagee, his personal representatives and assigns, at his regular place of business, the aforesaid principal sum of Three Hundred Dollars (\$ 300.00), in fourteen successive monthly installments of Twenty-five dollars and 13/100 Dollars, (\$ 25.13), each, including interest before and after maturity at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 15th day of January, 19 50, together with a final 15th installment, covering any unpaid balance, including interest as aforesaid, which installment shall be payable on the 15th day of March, 19 51, then these presents shall be void.

The Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said mortgaged personal property from the above described premises without the consent in writing of the Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by the Mortgagee at any time.

In the event of default in any of the covenants or conditions hereof, or if the Mortgagor sell or offer to sell said mortgaged personal property, or any part thereof, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of the Mortgagee, without prior demand, and said Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of the Mortgagor to the Mortgagee, or if possession be withheld from the Mortgagee, the Mortgagee may obtain possession by any appropriate legal proceeding including the right of replevin. After such possession under the terms hereof, the Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

The Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to the Mortgagor at his or their last known address, notifying him or them that the Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of the Mortgagor (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder, therefore, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, the Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which the Mortgagor resides or in the City or County in which the Mortgagee is licensed, whichever the Mort-

gagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor agrees to keep the aforesaid mortgaged property insured during the continuance of this mortgage in some company suitable to the Mortgagee against loss of fire (and in case the property mortgaged is an automobile, against loss by fire, theft and collision) in an amount of not less than \$ --- and to cause said policy or policies to be so framed as to be payable in case of loss to the Mortgagee.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seals(s) of said Mortgagor(s).

WITNESS Geneva Stone _____ Loraine M. Smith _____ (SEAL)
WITNESS Geneva Stone _____ Harry A. Smith _____ (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO-WIT:

I HEREBY CERTIFY that on this 5th day of December, 19 49, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Loraine M. Smith and Harry A. Smith her husband the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be act. And, at the same time, before me also personally appeared LESTER MILLENSON, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as herein set forth.

WITNESS my hand and Notarial Seal

Geneva Stone

Notary Public

(NOTARIAL SEAL) Omitted

*Insert the word "including" or the word "with" as the circumstances may require.

Sylvia V. Gates et vir

To

Filed and Recorded December 15th 1949 at 2:30 P.M.

Chattel Mortgage

Lester Millenson t/a, etc.

This Chattel Mortgage Made this 13th day of December, 1949

by and between Sylvia V. Gates and Lawrence J. Gates her husband
510 Greene Street of the City of Cumberland, Allegany County
State of Maryland hereinafter called the "Mortgagor," LESTER MILLENSON,
trading as NATIONAL LOAN COMPANY, Cumberland, Maryland (License No. 92), hereinafter called the "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$ 300.00), the actual amount lent by the Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount the Mortgagor hereby covenants to repay unto the Mortgagee as herein set forth, the said Mortgagor doth hereby bargain and sell unto the said Mortgagee the following described personal property, now located at No. 510 Greene Street aforesaid, that is to say:-

Make	Model	Year	Engine No.	Serial No.	Title No.
--					

OTHER ACCESSORIES:

1-"Frigidaire" 1-"Universal" Gas Range, 1-Coal Heater, 1-"Philco" Radio, 1-Oak Dining Room Suite consisting of table and 4 chairs, buffet and china closet, 1-3pc. Overstuffed Parlor Suite, 1-"Majestic" Radio, 1-9x12 Axminster Rug, 1-Walnut Bed, 1-Walnut Dresser, 1-Metal Bed,

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

TO HAVE AND TO HOLD the same unto the said Mortgagee, his personal representatives and assigns, forever.

PROVIDED, HOWEVER, that if the said Mortgagor shall pay or cause to be paid to the said Mortgagee, his personal representatives and assigns, at his regular place of business, the aforesaid principal sum of Three Hundred Dollars, (\$ 300.00), in nineteen successive monthly installments of Twenty dollars and 16/100 Dollars, (\$ 20.16), each, including interest before and after maturity at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 13th day of January, 1950, together with a final 20th installment, covering any unpaid balance, including interest as aforesaid, which installment shall be payable on the 13th day of August 19 51, then these presents shall be void.

The Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said mortgaged personal property from the above described premises without the consent in writing of the Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by the Mortgagee at any time.

In the event of default in any of the covenants or conditions hereof, or if the Mortgagor sell or offer to sell said mortgaged personal property, or any part thereof, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of the Mortgagee, without prior demand, and said Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of the Mortgagee to the Mortgagor, or if possession be withheld from the Mortgagee, the Mortgagee may obtain possession by any appropriate legal proceeding including the right of replevin. After such possession under the terms hereof, the Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

The Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to the Mortgagor at his or their last known address, notifying him or them that the Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of the Mortgagor (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder, therefore, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, the Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which the Mortgagor resides or in the City or County in which the Mortgagee is licensed, whichever the Mort-

Compared and Mailed
To High City Dec 20 19 49

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared Wilbur Winfield Shuck, the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer, of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

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Ronald Y. Lohr, et al.

Mortgage.

To

Filed and Recorded December 20th 1949 at 10:40 A. M.

First Federal Savings & Loan Assoc. of Cumberland.

(Stamps \$3.30).

THIS MORTGAGE, made this 19th day of December in the year Nineteen Hundred and Forty-Nine, by and between Ronald Y. Lohr and Marion Bloss Lohr, his wife, and Louis Wellington Bloss and Laura Virginia Bloss, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirty-Three Hundred and Thirty (\$3330.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty-Five (\$35.00) dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

1. All that tract or parcel of ground situated in the Town of North Branch, Allegany County, Maryland, and more particularly described as follows, to-wit, and designated as parcel E, which is particularly described as follows:

BEGINNING for same at a post standing on the West side of a 16-foot road, said post standing at the end of the second line of parcel of ground conveyed from Rachel Bloss and husband to Lewis W. Bloss, et ux, dated the 27th day of April, 1935, and recorded in Liber L. L. S. 172, Folio 419, one of the Land Records of Allegany County, and running thence reversing said second line, magnetic bearings as of April 1937, and horizontal measurements, South 74 degrees and 3 minutes West 75 feet, thence cutting across the property North 16 degrees and 50 minutes West 184-3/10 feet to a stake in line with the South fence line of parcel of ground conveyed from Gladys Murphy, Trustee, to Lester E. Courtney et ux, dated August 10, 1934, and recorded in Liber 171, Folio 332, one of the Land Records of Allegany County, thence with said fence line North 73 degrees and 48 minutes East 75 feet to a 16 foot road, thence with West side of road South 16 degrees and 50 minutes East 185 feet to the beginning, containing 32/100 acres more or less. It being the same property conveyed by Frank G. Bloss and Nora M. Bloss, his wife, to Marion Bloss Lohr and Ronald Young Lohr, her husband, by deed dated August 29, 1940, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 187, Folio 621.

2. All that lot or parcel of ground situated on the West side of North Branch, Allegany County, Maryland, being part of Parcel F of property conveyed in a deed from Thomas M. Harrington, Assignee, to George W. Bloss, dated August 13, 1937, and recorded among the Land Records of Allegany County, in Liber No. 178, Folio 645, said parcel herein conveyed being described as follows, to-wit:

BEGINNING at a fence post at the Northwest corner of Lot owned by Louis Bloss and then by same meridian used in his deed and horizontal measurements North 16 degrees 50 minutes West 354.5 feet to a stake in South edge of road, then with said road, North 67 degrees 33 minutes East 96.1 feet to a stake at the Northwest corner of lot owned by Lester Courtney, and with his line South 16 degrees 07 minutes East 363.5 feet to Northeast corner of Louis Bloss lot and with a line of same, South 72 degrees 53 minutes West 100 feet to the beginning. Containing 0.8 acres more or less. It being the same property conveyed to Ronald Y. Lohr by Rachel Bloss and others by deed dated August 4, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 191, Folio 503.

3. All that lot, tract or parcel of ground situated in Election District No. 16 of Allegany County, Maryland, which is designated as Lot No. 1, according to the survey thereof made by John Johnson and in the certificate of the survey described as follows:

BEGINNING at a post standing in a fence about 8 1/2 feet from the Southwest corner of George Bloss' House and running thence South 19 1/2 degrees East 114 feet to a lane, and with it North 37 degrees East 90-3/4 feet, then North 19 1/2 degrees West 75 feet to the end of the third line of George Bloss' lot and to the fourth line thereof South 70 1/2 degrees West 75 feet to the beginning. It being the same property conveyed to Louis Wellington Bloss and Laura Virginia Bloss, his wife, by deed from Elizabeth Bloss, widow of Stephen A. Bloss, deceased, et al, dated August 5, 1927, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 156, Folio 110.

4. All that lot, piece or parcel of ground lying and being situated in the Village of North Branch, and on the West side of the Baltimore and Ohio Railroad tracks, and on the North of the Chesapeake and Ohio Canal, and fronting on or along the road leading from North Branch across the said Canal to the Pollock Farms, in Election District No. 16 of Allegany

S. H. Lohr, et al. 12/19/49

County, Maryland, and particularly described as follows, to-wit:

BEGINNING FOR THE SAME at an iron peg standing on the Northwest side of the above mentioned road, and at the end of a reference line drawn from the most Southwest corner of the foundation of J. L. Siebert's two-story frame tenant house, situated nearly opposite on the Southeast side of the aforesaid road, South 85 degrees West 73 feet, and running thence reversing the first line of the Lewis W. Bloss and wife's lot, as contained in a deed dated August 5, 1927, and recorded in Liber No. 156, Folio 110, one of the Land Records of Allegany County, Maryland. Allowing 3 degrees for variation, North 16 degrees West 203 feet to iron peg, then constructing the 4 following courses and distances on May 25, 1931, South 73 degrees 45 minutes West 100 feet to planted stone, thence South 16 degrees East 219 feet to iron peg, thence South 82 degrees 15 minutes East 52.5 feet to a North Carolina Poplar Tree bearing 3 notches on its West side, thence along the Northwest side of the aforesaid mentioned road leading from North Branch across the Chesapeake and Ohio Canal, North 37 degrees 45 minutes East 63 feet to the place of beginning. Containing between 1/2 and 3/4 of an acre, more or less. Surveyed May 25, 1931. All bearings being magnetic and all measurements horizontal. It being the same property conveyed to Lewis Wellington Bloss and Laura Virginia Bloss, his wife, by deed from John L. Siebert and Anna E. Siebert, his wife, dated July 9, 1931, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 166, Folio 82.

5. All that lot or parcel of ground lying and being in said Allegany County, Maryland, which is described as follows:

BEGINNING at a post standing in a fence about 8 1/2 feet from the Southwest corner of the said George Bloss' house, and running thence North 19 1/2 degrees West 75 feet, North 70 1/2 degrees East 75 feet, South 19 1/2 degrees East 75 feet, South 70 1/2 degrees West 75 feet to the beginning.

It being the same property conveyed to Louis Wellington Bloss and Laura Virginia Bloss, his wife, by deed from Rachel Bloss and George W. Bloss, her husband, dated April 27, 1935, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 172, Folio 419.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least thirty-three hundred and thirty dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

AND the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs,

personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

WITNESS, the hand and seal of the said Mortgagors.

Attest: Gerald L. Harrison

Ronald Y. Lohr (SEAL)

Marion Bloss Lohr (SEAL)

Louis Wellington Bloss (SEAL)

Laura Virginia Bloss (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ronald Y. Lohr and Marion Bloss Lohr, his wife, Louis Wellington Bloss and Laura Virginia Bloss, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison, Notary Public.

C. Kenneth Babcock, et ux.

Mortgage.

To

Filed and Recorded December 20th 1949 at 11:30 A. M.

Fidelity Savings Bank of Frostburg, Md.

THIS PURCHASE MONEY MORTGAGE, Made this 19th day of December, in the year Nineteen Hundred and Forty-Nine, by and between C. Kenneth Babcock and Thelma Cahoon Babcock, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Two Thousand Five Hundred and 00/100 dollars (\$2,500.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of Thirty-Nine and 00/100 Dollars (\$39.00) commencing on the 19th day of January, 1950, and on the 19th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 19th day of December, 1956. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said C. Kenneth Babcock and Thelma Cahoon Babcock, his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL: All that piece or parcel of ground, being a part of Lot Number Four (4) of Block Number Twenty-Four (24) of Beall's First Addition to the Town of Frostburg, described as follows, to-wit:

BEGINNING for the parcel of ground now intended to be conveyed at the end of the first line of the property conveyed by Ruth Evans, et al., to Adam Brown and Barbara Brown, his wife, by deed bearing date of the second day of May, 1907, and recorded among the Land Records of Allegany County in Liber No. 102, Folio 572, and running thence with Main (Bowery) Street, South 36 degrees West 37 feet; thence South 54 degrees East 150 feet to an alley;

thence with said alley, North 36 degrees East 37 feet to the second line of said deed to Brown, and with it, by a straight line to the beginning.

SECOND PARCEL: All that piece or parcel of land being part of Lots Numbers Three (3) and Four (4) of Block Number Twenty-Four (24) of Beall's First Addition to the Town of Frostburg, and adjoining the aforementioned First parcel herein, and being more particularly described as follows:

Beginning at a point 32 feet distant from the Southwest corner of Lot No. 2 of said Block No. 24 on Main Street (Bowery) in said Town of Frostburg, and with the South side of said Main Street (Bowery) South 36 degrees West 31 feet; thence South 54 degrees East 150 feet to an alley; thence with said alley North 36 degrees East 31 feet; and thence by a straight line to the beginning.

BEING THE SAME properties which were conveyed to James Everett Grose, Sr., and Adriel C. Grose, his wife, by deed from James H. Grose, widower, dated March 25, 1948, and recorded in Liber No. 219, Folio 574, among said land records. To which deed special reference is hereby made for a further description of said real estate.

BEING ALSO the same properties which were conveyed to the said C. Kenneth Babcock and Thelma Cahoon Babcock, his wife, by deed of even date herewith from the said James Everett Grose, Sr., and Adriel C. Grose, his wife, which deed is intended to be recorded among said Land Records simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property, and is, in whole, a Purchase Money Mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his, or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale

to apply; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least twenty-five hundred and 00/100 (\$2,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

Attest: Rachel Knieriem
Rachel Knieriem

C. Kenneth Babcock (SEAL)
Thelma Cahoon Babcock (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of December, in the year nineteen hundred and Forty-Nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared C. Kenneth Babcock and Thelma Cahoon Babcock, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Zelda Elizabeth Higgs, et vir.

To

Irving Millenson

Filed and Recorded December 20th 1949 at 3:20 P. M.

Mortgage.

(Stamps \$4.40)

THIS MORTGAGE, Made this 20th day of December, in the year Nineteen Hundred and Forty-Nine, by and between Zelda Elizabeth Higgs and Shirley A. Higgs, her husband, of Allegany County, in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$4,000.00 this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of 6% per annum in monthly installments of \$50.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date herof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder

or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot or parcel of land in District No. 7, in Allegany County, Maryland, known as Lot No. 8 on the Flat of a series of lots laid out by James L. Grant, et ux, which Flat is of record among the Land Records of Allegany County, in Map Box No. 129, said lot being particularly described as follows:

LOT NO. 8 - BEGINNING for said lot at an iron pipe at the Northeast corner of Lot No. 7, of said series of lots on the West side of the Winchester Road and running thence South sixty-four degrees fifty minutes West one hundred and fifty-one and six-tenths feet to an iron pin on the East side of a ten-foot alley, thence following said alley South nineteen degrees fifty-five minutes East thirty-seven and four-tenths feet to an iron pipe standing at the Northwest corner of Pearl Cindy's lot, thence following the North side of said lot, North seventy degrees forty-five minutes East one hundred and fifty feet to an iron pipe on the West side of the Winchester Road, thence following said road North nineteen degrees ten minutes West fifty-four feet to the place of beginning, containing sixteen-hundredths of an acre, more or less.

IT being the same property conveyed by John Cindy, et ux., to Zelda Elizabeth Higgs, et vir, by deed dated May 15, 1948, and recorded in Deeds Liber 220, Folio 446, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time

thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand (\$4,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

Witness: Maxine Wilmot

Zelda Elizabeth Higgs (SEAL)

Maxine Wilmot

Shirley A. Higgs (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of December, in the year nineteen hundred and forty-nine, before the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Zelda Elizabeth Higgs and Shirley A. Higgs, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

James C. Meyers, et ux.

Mortgage.

To

Filed and Recorded December 20" 1949 at 3:20 P. M.

Western Maryland Bldg. & Loan Assoc., Inc.

THIS PURCHASE MONEY MORTGAGE, Made this 20th day of December, in the year nineteen hundred and forty-nine, by and between James C. Meyers and Cora V. Meyers, his wife, of Allegany County, and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Two Thousand Two Hundred Fifty (\$2,250.00) Dollars, on twenty-three (23) shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL those adjacent two pieces or parcels of land situated, lying and being on the Southerly side of Offutt Street, in the City of Cumberland, Allegany County, Maryland which are known and designated as Lots Nos. 23 and 24 on the Flat of the Humbird Land and Improvement Company's Addition to Cumberland, Maryland, which is duly recorded among the Land Records of said County, and which two lots are described as a whole as follows:

BEGINNING for the same on the South side of Offutt Street at the end of the first line of Lot Number Twenty-Two in said Addition and running thence with said Street, South 53-1/2 degrees East fifty feet, then South 36-1/2 degrees West one hundred and twenty-five feet to an Alley, and with it, North 53-1/2 degrees West fifty feet to the end of the Second Line of said Lot Number 22 and with it reversed, North 36-1/2 degrees East one hundred and twenty-five feet to the beginning.

IT being the same property which was conveyed by C. Glenn Watson, et ux, to James C. Meyers, et ux, by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, however, that if the said parties of the first part make or cause to be made the payments and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building

To Mfg. City Dec 29 49

and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said corporation, its successors or assigns, the principal sum of Two Thousand Two Hundred Fifty Dollars (\$2,250.00) dollars with six (6) per cent interest thereon, payable in 139 monthly payments of not less than \$22.50 each, on or before the 20th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 20th day of January, 1950, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 20th day of July, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Two Hundred Fifty (\$2,250.00) Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not, and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto,

the day and year hereinbefore written.

Test: Maxine Wilmot

James C. Meyers (SEAL)

Cora V. Meyers (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared James C. Meyers and Cora V. Meyers, his wife, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 20th day of December, 1949.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Edgar C. Messersmith, et ux.

Mortgage.

To

Filed and Recorded December 20th 1949 at 3:40 P. M.

Liberty Trust Company, Cumberland, Md.

(Stamps \$1.10)

THIS MORTGAGE, Made this 20th day of December, in the year nineteen hundred and forty-nine, by and between Edgar C. Messersmith and Isabelle M. Messersmith, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Edgar C. Messersmith and Isabelle M. Messersmith, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Twenty-Five (\$1,025.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Edgar C. Messersmith and Isabelle M. Messersmith, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All those two lots or parcels of ground situated on Prospect Drive in the Potomac Park Addition to the City of Cumberland, Maryland, being Lots Nos. 7 and 8 of Block 16 and found on the Plat of Potomac Park Addition, and being more particularly described as follows, to-wit:

LOT NO. 7: Beginning at a point on the northwesterly side of Prospect Drive at the end of the first line of Lot No. 6, and running thence with said Prospect Drive, North 45 degrees East 40 feet, thence at right angles to said Prospect Drive, North 45 degrees West 120 feet to a 20-foot alley, and with it, South 45 degrees West 40 feet to the end of the second line of said Lot No. 6, and thence reversing said second line, South 45 degrees East 120 feet to the place of beginning.

LOT NO. 8: Beginning at a point on the northwesterly side of Prospect Drive at the end of the first line of Lot No. 7, and running thence with said Prospect Drive, North 45 degrees East 33.5 feet to turn in said Drive, thence North 48 degrees 29 minutes West 120.2 feet to a 20-foot alley and with it, South 45 degrees West 26 feet to the end of the second line of said Lot No. 7, and thence reversing said second line, South 45 degrees East 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors, by D. Clifford Goodfellow, Attorney in Fact for F. Helene Goodfellow, by deed dated March 29, 1944, and recorded in Liber No. 199, Folio 114, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand twenty-five Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and

convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand Twenty-Five (\$1,025.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest:

Celestine H. Rhind

Edgar C. Messersmith (SEAL)

Isabelle M. Messersmith (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Edgar C. Messersmith and Isabelle M. Messersmith, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

Liberty Trust Company

Partial Release of Mortgage.

To

Filed and Recorded December 20" 1949 at 3:40 P. M.

Albert W. Klavuhn, et ux.

THIS DEED OF PARTIAL RELEASE OF MORTGAGE, made as of this 7th day of December, in the year 1949, by The Liberty Trust Company, a corporation existing under the laws of the State of Maryland (Successor to Peoples Bank of Cumberland, Cumberland, Maryland, a corporation, as per Merger Agreement filed and recorded December 28, 1948, in Certificate of Incorporations Docket 9, Page 454, in the Office of the Clerk of the Court of Allegany County).

WHEREAS, by mortgage bearing date January 2, 1946, and recorded in Liber 178, Folio 479, one of the Mortgage Records of Allegany County, under the hand and seal of Albert W. Klavuhn, then unmarried, the ground and premises herein described, together with several other pieces of real estate situated in Allegany County, Maryland, became limited and assured unto the said Peoples Bank of Cumberland, Cumberland, Maryland, by way of mortgage, and for the purpose of securing unto the said Peoples Bank of Cumberland, Cumberland, Maryland, the sum of Two Thousand Six Hundred Dollars (\$2,600.00) together with the interest thereon at the rate expressed in said Mortgage, as will more fully appear by reference thereto, and

WHEREAS, the said Mortgagor has now made substantial payments on account of said mortgage debt and interest thereon accrued, and the remaining properties as contained in said mortgage are considered adequate security for the unpaid balance of said mortgage debt and interest and the said Albert W. Klavuhn and Ruth E. Klavuhn, his wife (he having since remarried), now desire that the herein described property be released from the lien of said mortgage.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar, (\$1.00), the said The Liberty Trust Company, Cumberland, Maryland, (Successor to Peoples Bank of Cumberland, Cumberland, Maryland, as per Merger Agreement filed and recorded December 28, 1948, in Certificate of Incorporations Docket 9, Page 454, in the office of the Clerk of the Court of Allegany County), does hereby grant and release unto the said Albert W. Klavuhn and Ruth E. Klavuhn, his wife, the hereinafter described property from the lien of said mortgage, dated January 2, 1946, and recorded in Liber 178, Folio 479, in order that the said Albert W. Klavuhn and Ruth E. Klavuhn, his wife, may execute a new Mortgage on said property as hereinafter described, which Mortgage is to be dated December 5, 1949, and is to be a first lien thereon, and which said property is described as follows:

All that tract or parcel of ground situated about 2000 feet East of what is commonly known as the "Nine Mile House", or "Clarysville Inn", on the North side of State Road or National Highway leading from Frostburg to Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a chiseled X to be made on the center of stone top of an 18-inch culvert that crosses the said Highway at the top of the Hill, said point being at 20-7/10 feet from the center of said Highway (Vernier readings reduced to Magnetic Bearings as of June 20, 1944) and with horizontal measurements, and parallel to and with the North side of said Highway and 20-7/10 feet from the center thereof, South 80 degrees and 47 minutes East 343-7/10 feet to a firmly-planted iron pipe stake, thence South 78 degrees 47 minutes East 369-2/10 feet to an iron pipe stake firmly planted in the ground, thence South 76 degrees and 56 minutes East 347-1/10 feet to an iron pipe stake planted securely in the ground, said stake

stands South 87 degrees and 24 minutes West 122-6/10 feet from the Southwest corner of tavern building that stands on this tract of ground, thence continuing with the North side of said National Pike South 74 degrees and 34 minutes East 426-7/10 feet to an iron pipe stake planted securely in the ground, thence South 80 degrees and 1 minute East 119 feet to an iron pipe stake planted securely in the ground, thence North 85 degrees and 43 minutes East 119-47/100 feet to an iron pipe stake planted securely in the ground, thence North 65 degrees and 6 minutes East 99-4/10 feet to an iron pipe stake planted securely in the ground, thence North 53 degrees and 9 minutes East 153 feet to a point X that is to be chiseled on the top capping of Spruce Bridge, said X to stand 33-3/10 feet in a Southwesterly direction from the center of the large drainage pipe that passes under the said Spruce Bridge and under the said Highway, thence from said point, North 23 degrees and 7 minutes West 245 feet to the center of a large run, thence with the center of said run in a Westerly direction until it intersects a line drawn North 9 degrees and 55 minutes East from the beginning of this parcel or tract of ground, thence reversing said line and running South 9 degrees and 55 minutes West 255 feet to the beginning, containing 10-1/2 acres, more or less.

It being distinctly understood, however, that this Deed of Partial Release of Mortgage pertains only to the property hereinabove described and shall not, in any way, affect the lien of said mortgage upon the remaining properties described therein and that this Deed of Partial Release of Mortgage is executed solely for the purpose of clearing the title to the herein described property in order to enable the Liberty Trust Company, Cumberland, Maryland, to obtain a first lien on said property by way of Mortgage dated December 5, 1949, and duly recorded among the Mortgage Records of Allegany County, Maryland.

IN WITNESS WHEREOF, The Liberty Trust Company, Cumberland, Maryland, has caused these presents to be signed by its President, with its Corporate Seal hereto affixed, all duly attested by its Secretary, on the day and year above written.

Attest:

(Corporate Seal)

THE LIBERTY TRUST COMPANY,

Hugh D. Shires,
Asst. SecretaryBy Chas. A. Piper,
President.

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles A. Piper, president of The Liberty Trust Company, Cumberland, Maryland, a corporation, and as such, acknowledged the foregoing instrument of writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Clement P. Boyer

Chattel Mortgage.

To

Filed and Recorded December 21" 1949 at 8:30 A. M.

Industrial Loan Society, Inc.

THIS CHATTEL MORTGAGE, Made this 14th day of December, 1949, by Boyer, Clement P., of the City/County of Cumberland, State of Maryland, hereinafter called "Mortgagor" to Industrial Loan Society, Inc., a body corporate, Room 33, Liberty Trust Building, Baltimore and Centre Sts., Cumberland, Md., hereinafter called "Mortgagee".

To the City of Baltimore
Dec 21 1949

1 kitchen cabinet, 1 walnut bed, 1 iron bed, 1 single bed, 1 dresser, 1 dressing table and bench, 1 chest of drawers, walnut; 1 dresser, oak; 1 chest of drawers, oak; 1 couch, 1 Singer sewing machine.

including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except - None.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the city or county in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any

legal or other action it may deem necessary against such motor vehicle or against such other personal property without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits, the singular shall be taken in the plural and the plural shall be taken in the singular.

WITNESS: B. E. Bittner

Francena L. Smith (SEAL)

WITNESS: J. F. Porter, Jr.

Clarence H. Smith (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Francena L. Smith and Clarence H. Smith (Her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared B. E. Bittner, agent for the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Richard J. Gould, Jr., Notary Public.

Joseph I. McGregor, et ux.

Mortgage.

To

Filed and Recorded December 21st 1949 at 11:30 A. M.

Liberty Trust Company, Cumberland, Md.

(Stamps \$1.10).

THIS MORTGAGE, made this 15th day of December, in the year nineteen hundred and forty-nine, by and between Joseph I. McGregor and Anna McGregor, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the

Compared and found correct
To the City
Dec 30 1949

1 kitchen cabinet, 1 walnut bed, 1 iron bed, 1 single bed, 1 dresser, 1 dressing table and bench, 1 chest of drawers, walnut; 1 dresser, oak; 1 chest of drawers, oak; 1 couch, 1 Singer sewing machine.

including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except - None.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the city or county in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any

legal or other action it may deem necessary against such motor vehicle or against such other personal property without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits, the singular shall be taken in the plural and the plural shall be taken in the singular.

WITNESS: B. E. Bittner Francena L. Smith (SEAL)

WITNESS: J. F. Porter, Jr. Clarence H. Smith (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Francena L. Smith and Clarence H. Smith (Her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared B. E. Bittner, agent for the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Richard J. Gould, Jr., Notary Public.

Mortgage.

Joseph I. McGregor, et ux.

To

Filed and Recorded December 21st 1949 at 11:30 A. M.

(Stamps \$1.10).

Liberty Trust Company, Cumberland, Md.

THIS MORTGAGE, made this 15th day of December, in the year nineteen hundred and forty-nine, by and between Joseph I. McGregor and Anna McGregor, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the

Compared and
To *Wife*
Dec 30 1949

context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Joseph I. McGregor and Anna McGregor, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand One Hundred (\$1,100.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph I. McGregor and Anna McGregor, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot of ground and premises situated on Jackson Street, Lonaconing, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pin on the East side of Washington Street, Lonaconing, Allegany County, Maryland, and running thence with the East side of said Washington Street, North 15 degrees 30 minutes West 18.75 feet to a stake, thence leaving said Washington Street, North 70 degrees 57 minutes East 64.50 feet to a stake, thence North 79 degrees 47 minutes East 61.00 feet to a point on the West side of Jackson Street, thence with the West side of said Jackson Street, South 9 degrees 14 minutes East 23.50 feet to a fence post, thence leaving said Jackson Street, South 77 degrees 04 minutes West 122.70 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Leslie J. Clark, Trustee, by deed dated September 12, 1946, and recorded in Liber 211, Folio 206, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand One Hundred Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest thereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is

further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand One Hundred (\$1,100.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: James Park

Joseph I. McGregor (SEAL)

Anna McGregor (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph I. McGregor and Anna McGregor, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

The Assembly of God of No. 120 Elder Street,
Cumberland, Allegany County, Maryland.

Mortgage.

To Cumberland Savings Bank of Cumberland, Md. Filed and Recorded December 21st 1949 at 3:00 P. M.
(Stamps \$15.40)

THIS MORTGAGE, Made this 21st day of December, in the year Nineteen Hundred and Forty-Nine, by and between The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, duly incorporated under the laws of the State of Maryland, party of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, stands indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Fourteen Thousand (\$14,000.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said party of the first part shall make payments on said indebtedness in the amount of \$100.00 per month plus interest at the rate of six per cent per annum.

It is also covenanted and agreed by the mortgagor, party hereto and fully understood by it, that this mortgage shall, at the option of the mortgagee, secure such further advances as provided for by Chapter 923, of the public General laws of Maryland, passed at the January, 1945, session of the General Assembly and any amendments or supplements thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, does give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors, heirs and assigns, the following property, to-wit:

All those two lots or parcels of ground, situated on the South side of Elder Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 160 and 161 on the Flat of the Humbird Land and Improvement Company.

Being the same property which was conveyed to The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, by The Pentecostal Assembly of Cumberland, Maryland, a corporation, by deed dated the 24th day of August, 1920, and recorded in Liber 134, Folio 196, one of the Land Records of Allegany County, Maryland.

ALSO: All that piece or parcel of ground situate, lying and being in the City of

Cumberland, Allegany County and State of Maryland, known, laid out and designated on the plat of the Humbird Land and Improvement Company's Addition to the City of Cumberland, which plat is recorded on the back part of Liber No. 73, and the courses and distances of the lots in which are recorded in Liber No. 84, Folio 67, as Lot No. 162, which said lot is particularly described as follows:

Beginning on the south side of Elder Street, at the end of the first line of Lot No. 161, and running thence with said Street, South 53½ degrees East 30 feet; then South 36½ degrees West 125 feet to an alley; and with it North 55½ degrees West 30 feet to the end of the second line of Lot No. 161; and with it reversed, North 36½ degrees East 125 feet to the beginning.

It being the same property which was conveyed to The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation by Otho F. Dyer and Margaret A. Dyer, his wife, by deed dated the 29th day of May, 1941, and recorded in Liber 190, Folio 151, one of the Land Records of Allegany County, Maryland.

Also: All that lot or parcel of ground situated, lying and being on the Southerly side of Elder Street in the City of Cumberland, Allegany County, Maryland, comprising the Westerly 15 feet of whole lot No. 163, on the Flat of the Humbird Land and Improvement Company's Addition to the City of Cumberland, recorded in the back part of Liber 73, among the Land Records of said County, and the courses and distances of which are recorded in Liber 84, Folio 67, etc., of said Land Records and particularly described as follows:

Beginning on the Southerly side of Elder Street at the end of the first line of Lot No. 162, and running thence with said side of said Street, South 53½ degrees East 15 feet; thence South 35½ degrees West 125 feet to an alley; and with said alley, North 53½ degrees West 15 feet to the end of the second line of Lot No. 162, and with it reversed, North 36½ degrees East 125 feet to the beginning.

IT being the same property which was conveyed to The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation by Cora M. Sampsell (widow) by deed dated the 7th day of April, 1943, and recorded in Liber 195, Folio 678, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, its successors or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fourteen Thousand Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The

Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, or F. Brooke Whiting, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, its successors or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its representatives, heirs or assigns.

AND the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagor or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Thousand (\$14,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hand and seal of said mortgagor.

Attest: Herman S. Athey
Treasurer

The Assembly of God of No. 120 Elder Street,
Cumberland, Allegany County, Maryland,

(Corporate Seal)

By Harry L. Brothers (SEAL)
President.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 21st day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry L. Brothers, president of The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, and he acknowledged the foregoing mortgage to be the corporate act and deed of the Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland; and at the same time before me also personally appeared Marcus A. Naughton, vice-president of the Cumberland Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ethel McCarty, Notary Public.

J. Cobey Snyder, et ux

Mortgage.

To

Filed and Recorded December 22" 1949 at 10:15 A. M.

Fidelity Savings Bank of Frostburg

(Stamps \$3.30).

THIS MORTGAGE, Made this 21st day of December, in the year Nineteen Hundred and Forty-Nine, by and between J. Cobey Snyder and Ethel I. Snyder, his wife, of Allegany County in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Three Thousand and no/100 dollars (\$3,000.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of thirty and 00/100 Dollars (\$30.00) commencing on the 21st day of January, 1950, and on the 21st day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 21st day of December, 1961. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said J. Cobey Snyder and Ethel I. Snyder, his wife, does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that lot of parcel of ground lying and being on Main Street, now called Bowery Street, in the Town of Frostburg, Allegany County, Maryland, which is known as Lot Number Ten (10) of Block Number Twenty-Nine (29) of Beall's First Addition to the Town of Frostburg, and more particularly described as follows:

Beginning at the Southwest corner of Lot Number Nine (9) of Block Number Twenty-Nine (29) on Main Street aforesaid (now called Bowery Street) and running thence with said Street, South 36 degrees West 50 feet to the corner of Lot Number Eleven (11) thence South 54 degrees East 150 feet to an alley, and with said alley, North 36 degrees East 50 feet to the corner of Lot Number Nine (9), thence North 54 degrees West 150 feet to the beginning.

BEING THE SAME property which was conveyed to the said J. Cobey Snyder and Ethel I. Snyder, his wife, by deed from Michael J. Byrnes and Catherine C. Byrnes, his wife, dated

August 30, 1944, and recorded in Liber No. 201, Folio 266, of Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver

to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

Attest: Rachel Knieriem

Rachel Knieriem

J. Cobey Snyder (SEAL)

Ethel I. Snyder (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared J. Cobey Snyder and Ethel I. Snyder, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before

me also personally appeared William B. Yates, treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Beulah Jackson Whitacre, et vir.

Mortgage.

To

Filed and Recorded December 22" 1949 at 3:00 P. M.

Equitable Savings and Loan Society of Frostburg, Md.

THIS MORTGAGE, Made this 19" day of December, 1949, by and between Beulah Jackson Whitaker and Louis Whitaker, her husband, of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor" and Equitable Savings and Loan Society of Frostburg, Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

WHEREAS, the Mortgagor, being a member of said Society, has received therefrom a loan of Two Hundred Seventy and 00/100 Dollars (\$270.00) on his two and one-thirteenth (2-1/13) shares of its stock.

AND WHEREAS, the mortgagor has agreed to repay the said sum so advanced in installments with interest thereon from the date hereof, at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Seven and 00/100 dollars (\$7.00) on or before the 19" day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

AND WHEREAS, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this mortgage:

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to-wit:

ALL that lot or parcel of ground lying in Allegany County, in the State of Maryland, beginning at the farthest end of the second parcel of land described in thereport of sale made by John B. Wright and Thomas W. Frost, executors of the Will of Sarah Wright, to the Orphans' Court of Allegany County, Maryland, on the 15th day of June, 1901, said point being the West side of the County Road leading from Frostburg to Lonaconing, where said road crosses Welsh Hill, and running thence with said road, North four degrees East thirty-nine feet to division fence; thence with said fence West two hundred and eighty-two feet to the western boundary of a tract called "Walnut Level", and with said boundary South ten degrees East forty feet to division fence, and with said fence East two hundred and seventy-six feet to the beginning.

IT being the same property which was conveyed by Edward J. Ryan, et ux, to Beulah Jackson by deed dated June 4, 1941, and recorded in Deeds Liber 190, Folio 317, among the Land Records of Allegany County, Maryland. The said Beulah Jackson has since the date of the aforementioned deed intermarried with Louis Whitaker.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

AND the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the mortgagee, its successors and assigns, during the continuance of this mortgage, the sum of --- Dollars --(\$---) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the mortgagee, be credited as a payment on account of the principal mortgage debt; and the mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand, pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the mortgagee, be applied to the reduction of the indebtedness hereby secured, at the time of the commencement of such foreclosure proceedings.

To Mortgagee, Frostburg, Md.
Dec 30 1949

It is further understood and agreed that if the Mortgagor fails to pay to the mortgagee, its successors and assigns, during the continuance of this mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the Mortgagor does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

(b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.

(c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the mortgagee.

(d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

(e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And, in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time

after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, which said sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not; including all advances together with interest thereon, as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:
Harry J. Boettner

Beulah Jackson Whitacre (SEAL)
Louis M. Whitacre (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Beulah Jackson Whitaker and Louis Whitaker, her husband, the mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law, that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Harry J. Boettner, Notary Public.

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Paul E. Knisley

To

National Discount Corporation.

Loan Computation:

Interest \$15.17
Service Charge 10.12
Insurance 25.50
Recording Fees 2.05
To Maker 200.00

Total Loan \$252.84

Chattel Mortgage.

Filed and Recorded December 21" 1949 at 8:30 A. M.

Cumberland Branch.

THIS CHATTEL MORTGAGE, Made this 15th day of December, 1949,

by Paul Edward Knisley, Mortgagor, and National Discount Corporation, Mortgagee.

WHEREAS, the said Mortgagor is indebted unto the said Mort-

gagee in the full sum of Two Hundred Fifty Two and 84/100

Dollars, which said sum the said Mortgagor has agreed to

repay in twelve consecutive Mo. installments of twenty-one and 07/100 dollars, and -- install-
ment of ---- Dollars, all of which is evidenced by a promissory note of the said mortgagor,
written on the collateral form of note of the said Mortgagee, and to secure the payment of said
sum, it was agreed that this mortgage be executed.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of
One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee their
assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1942 BL	Chevrolet	3/4 T Pickup	ABF-194419	9BL11-2996

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor

Witness: J. H. Snyder.

Paul E. Knisley (SEAL)
25 W. Roberts St.,
Cumberland, Md.

STATE OF MARYLAND, CUMBERLAND, TO WIT:

(Cumberland Branch)

I HEREBY CERTIFY, That on this 15" day of December, in the year one thousand nine
hundred and Forty-Nine, before me, a Notary Public of the State of Maryland, in and for the
City aforesaid, personally appeared Paul E. Knisley, the Mortgagor named in the foregoing Mort-
gage and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared
J. H. Snyder, agent of the National Discount Corporation, the within-named Mortgagee, and made
oath in due form of law that the consideration set forth in said mortgage is true and bona fide
as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

Arthur F. Happe et ux

The Second National Bank of Cumberland, Maryland

This Mortgage

PURCHASE MONEY, Made this 21st day of December

in the year Nineteen Hundred and Forty-Nine

Arthur F. Happe and Winifred J. Happe his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Maryland, a
banking corporation, duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part
in the full and just sum of Fourteen Thousand and Dollars (\$14,000.00) this day loaned to the
parties of the first part by the party of the second part, Thirteen Thousand Dollars (\$13,000.00)
being loaned as part of the purchase price of the first described property herein conveyed; said
principal sum of \$14,000.00 to be repaid, with interest at 5% per annum, in payments of not less
than One Hundred Dollars (\$100.00) per month; said payments to be applied first to interest and
the balance to principal. The first of said payments to be due and payable one month from the
date hereof and to continue monthly under the amount of principal and interest is paid in full;
provided, however, that any unpaid balance of principal and interest due and unpaid at the end
of ten (10) years from the date hereof shall then become immediately due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, its successors or

assigns, the following property, to-wit:

FIRST: All that lot or parcel of ground situated on the Northwesterly side of
Bedford Road, near the City of Cumberland, Maryland, and more particularly described as follows,
to wit:

BEGINNING for the same at the intersection of the Westerly side of Bedford Road with the
division fence between the lands of Peter Lippold and Conrad Smith, et al, said beginning point
being at the Southeasterly corner of the stone wall of said Lippold land bordering on the West-
erly side of Bedford Road, and running thence with the Westerly side of Bedford Road and with
the Easterly side of said stone wall, North 41 degrees 10 minutes East 60 feet, then parallel
with the aforesaid division fence, North 43 degrees West 125 feet, then South 41 degrees 10
minutes West 60 feet to the aforesaid fence, then with said fence South 43 degrees East 125 feet
to the place of beginning.

BEING the same property which was conveyed to the parties of the first part by Robert E.
Erdman et ux by deed dated the 13th day of December, 1949 and to be recorded among the Land
Records of Allegany County with there recording of this mortgage.

SECOND: All that lot or parcel of ground situated on Schley Street in the City of Cumber-
land, Allegany County, Maryland, and described as follows, to wit:

BEGINNING for the same at the intersection of the Westerly side of Schley Street and the
Southerly side of Elm Alley, and running thence with the Westerly side of Schley Street South 12
degrees 22 minutes West 33 1/2 feet, then North 77 degrees 38 minutes West 100 feet to the Easter-
ly side of Pine Alley; thence with said side of said Alley North 12 degrees 22 minutes East 33 1/2
feet to the Southerly side of Elm Alley, thence with the Southerly side of Elm Alley South
77 degrees 38 minutes East 100 feet to the point of beginning.

BEING the same property which was conveyed to the parties of the first part by George J.
Schramm (widower) by deed dated December 6, 1943, and recorded among said Land Records in Liber
No. 198, folio 106.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors
or assigns, the aforesaid sum of Fourteen Thousand and Dollars (\$14,000.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

heirs, executors, administrators and assigns, or William M. Somerville, its heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor representatives, heirs or assigns.

And the said parties of the first part, their

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Fourteen Thousand (\$14,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest J. H. Mosner Arthur F. Happe (Seal)
J. H. Mosner Winifred J. Happe (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Arthur F. Happe and Winifred J. Happe, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner Cashier of The Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Chas. E. Shaw

Notary Public

Lewis A. Metz, et ux Filed and Recorded December 21st 1949 at 9:00 A.M.
Cumberland Savings Bank of Cumberland, Maryland

Mortgage
(Stamps \$4.40)

This Mortgage, Made this 20th day of December

in the year Nineteen Hundred and Forty-nine, by and between Lewis Metz and Helen Metz, his wife

of Allegany County, in the State of Maryland

parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland a corporation duly incorporated under the laws of the State of Maryland

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said Lewis A. Metz and Helen Metz, his wife, stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum Thirty-eight Hundred (\$3800.00) Dollars payable one year after date with interest from date at the rate of six per cent per annum, payable monthly.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$25.00 per month plus interest at the rate of six per cent per annum.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Lewis A. Metz and Helen Metz, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its

successors heirs, executors, administrators and assigns, the following property, to-wit: All that lot or parcel of ground situated on the South side of Humbird Street, in the City of Cumberland, Allegany County, Maryland, and designated as Lot No. 293 on the plat of the Humbird Land and Improvement Company and particularly described as follows, to wit:

FIRST. Beginning for the same at a point on the south side of Humbird Street at the end of the first line of Lot No. 297 on said plat, and running thence with the south side of Humbird Street, South 53 1/2 degrees East 30 feet; then South 36 1/2 degrees West 125 feet to an alley and with it North 53 1/2 degrees West 30 feet to the end of the second line of Lot No. 297, and with it reversed, North 36 1/2 degrees East 125 feet to the place of beginning.

SECOND. All that lot or parcel of land situated and lying on the Southerly side of Humbird Street, in the City of Cumberland, Allegany County, Maryland, known and designated as a part of Lot No. 297 on the plat of the Humbird Land and Improvement Company, which plat is Recorded among the Land Records of Allegany County, Maryland, at the end of Liber 73 and the table of courses and distances therefor among the said Land Records in Liber No. 84 folio 67, and which lot or parcel of ground is particularly described as follows:

Beginning for the same on the Southerly side of Humbird Street at the end of 20 feet on the first line of said whole Lot No. 297 said point of beginning being also South 53 1/2 degrees East 50 feet from the intersection of the Southerly side of Humbird Street with the Easterly side of a sixteen foot alley; and running thence with said Humbird Street, South 53 1/2 degrees East 10 feet to the end of the first line of said whole Lot No. 297; then with the second line of said whole lot, South 36 1/2 degrees West 125 feet to an alley thence with said alley North 53 1/2 degrees West 10 feet to a point South 36 1/2 degrees West 125 feet from the beginning of the lot herein described and conveyed; thence North 36 1/2 degrees East 125 feet to the beginning.

It being the same property which was conveyed to the said Lewis Metz and Helen Metz, his wife by Robert Lee Settle and Gertrude L. Settle, his wife, by deed dated the 19th day of May, 1942 and recorded in Liber No. 193 folio 384, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Lewis A. Metz and Helen Metz, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Thirty-eight hundred (\$3800.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Lewis A. Metz and Helen Metz, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Lewis Metz and Helen Metz, his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Lewis Metz and Helen Metz, his wife, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Lewis A. Metz and Helen Metz, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-eight Hundred (\$3800.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest
Ethel McCarty
Lewis A. Metz (Seal)
Helen Metz (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 20th day of December

in the year nineteen hundred and Forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Lewis A. Metz and Helen Metz, his wife

and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton Vice President of the Cumberland Savings Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide, as therein set forth, and the said Marcus A. Naughton further made oath in due form of law that he is the Vice President of the Cumberland Savings Bank and duly WITNESS my hand and Notarial Seal the day and year aforesaid, authorized to make this

(Notarial Seal)

Ethel McCarty

Notary Public

Charles L. Albright et ux
James E. Perrin et ux

Filed and Recorded December 22nd 1949 at 3:45 P.M.

Mortgage

(Stamps \$5.50)

This Mortgage,

Made this 22nd day of December

in the year Nineteen Hundred and Forty-Nine

Charles L. Albright and Cecilia E. Albright his wife

of Allegany County, in the State of Maryland

parties of the first part, and James E. Perrin and Bessie M. Perrin his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the said James E. Perrin and Bessie M. Perrin his wife, as tenants by the entireties in the full and just sum of Five Thousand (\$5,000.00) Dollars, for which they have given their promissory note of even date herewith payable on or before one year after date with interest at the rate of 5% per annum payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situate, lying and being in the City of Cumberland, Allegany County, Maryland, described as follows:

Beginning for the same at a locust stake standing at the intersection of the Northernly side of Cecilia Street with the Easterly side of an alley fifteen feet in width running parallel with and 100 feet distant from Park Street, and running thence with said side of Cecilia Street North 75 1/2 degrees East 46 feet thence at right angles to said Cecilia Street, North 14-1/2 degrees West 100 feet to the point of intersection of the Southernly side of an alley with the Easterly side of said 15 foot alley; and then with said 15 foot alley, South 10-1/4 degrees West 110 feet to the place of beginning.

Being the same property conveyed as "First" in the deed from Charles L. Albright and Cecilia E. Albright his wife, to Matthew J. Mullaney, Trustee, dated February 18, 1948 and recorded in Liber No. 219, folio 301, one of the Land Records of Allegany County, Maryland, and which was immediately thereafter conveyed by the said Matthew J. Mullaney, Trustee, to the said Charles L. Albright and Cecilia E. Albright his wife, as tenants by the entireties by deed dated February 18, 1948, and recorded in Liber No. 219 folio 303 of said Land Records. Reference to said deeds and also to the deed from Ursula Bantz, widow, to Cecilia A. Birch et al dated April 29, 1943, and recorded in Liber No. 196, folio 46 of said Land Records is hereby made for further description.

Second: All that lot or parcel of ground situated on the Northernly side of North Mechanic Street in the City of Cumberland, Allegany County, Maryland, and known and designated as part of Lot No. 25 in Beall's First Addition to Cumberland and more particularly described as follows, to-wit:

Beginning for the same at a stone standing on the North side of North Mechanic Street and thirty feet from the end of the first line of Lot No. 24 of said Addition, and running thence with said Street, South 55-1/2 degrees East 36 feet to a stone planted on the westerly side of Pear Alley; then with Pear Alley, North 24-1/2 degrees East 89 feet; then North 60 degrees West 36 feet; then by a straight line to the place of beginning.

Being the same property conveyed by Rose Brailer to Charles L. Albright et ux by deed dated November 14, 1949, and recorded in Liber No. 227, folio 121, one of said Land Records. Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Five Thousand (\$5,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Five thousand (\$5,000.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest

Robert P. Stakem

Charles L. Albright (Seal)

Cecilia E. Albright (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 22nd day of December

in the year nineteen hundred and forty nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles L. Albright and Cecilia E. Albright his wife

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared James A. Perrin Agent of

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Robert P. Stakem

Notary Public

Robert Norris

To Cumberland Savings Bank of Cumberland

This Mortgage,

Made this 22nd day of December

in the year Nineteen Hundred and Forty-nine

Robert Norris

Mortgage

(Stamps \$1.10)

of Allegany County, in the State of Maryland

part Y of the first part, and Cumberland Savings Bank of Cumberland, Maryland a corporation duly incorporated under the laws of the State of Maryland

of Cumberland, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the said Robert Norris stands indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Twelve Hundred Fifty (\$1250.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said party of the first part shall make payments on said indebtedness in the amount of \$25.00 per month, plus interest at the rate of six per cent per annum.

It is also covenanted and agreed by the mortgagor, party hereto and fully understood by him that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert Norris

do es give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors

heirs and assigns, the following property, to-wit: All that lot, piece or parcel of ground situated on the northerly side of Laing Avenue in the City of Cumberland, Allegany County, Maryland and more particularly described as follows:

Beginning for the same at the intersection of the westerly side of South Street with the Northerly side of Laing Avenue and running with Laing Avenue North 86 degrees 41 minutes West a distance of 54-5/10 feet, thence North 14 degrees 37 minutes East a distance of 110-1/10 feet to an alley, thence with said alley South 86 degrees 41 minutes East a distance of 54-5/10 feet to South Street, thence with South Street, South 14 degrees 37 minutes West a distance of 110-1/10 feet to the point of beginning. Same being known as Lots Number 88 and 89 on a Plat of "Laing Estate" South Cumberland, Maryland and recorded among the Land Records of Allegany County in Liber No. 144 folio 728, the same being a Revised or Amended Plat of the Plat known as the Amended Plat of Laing's Additions to the City of Cumberland, recorded among the said Land Records in Liber No. 99 folio 721.

It being the same property which was conveyed to Harriet E. Norris by William C. Devecmon, et al by deed dated November 3, 1923 and recorded among the Land Records of Allegany County, Maryland in Liber 145 folio 271; it being also the same property which was devised to Robert Norris, land in Liber 145 folio 271; it being also the same property which was devised to Robert Norris, party of the first part herein, by his mother, the said Harriet E. Norris by her Last will and Testament, duly admitted to probate in the Orphans Court for Allegany County, Maryland on October 1, 1946 and recorded among the Will Records of said Court in Liber "V" folio 300. It being also the same property in and to which, Blanche E. Norris, wife of the said Robert Norris relinquished her dower and her inchoate right of dower and any present or future interest therein unto the said Robert Norris by deed dated December 10, 1949, and intended to be recorded among the Land Records of Allegany County, prior to the recording of this mortgage; to which said deed specific reference is hereby made for a more particular account of the recitals therein contained.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Robert Norris

his heirs, executors, administrators or assigns, do and shall pay to the said

Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Twelve hundred Fifty (\$1250.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Robert Norris

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Robert Norris

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors

heirs, executors, administrators and assigns, or F. Brooke Whiting
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Robert Norris his _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his _____ representatives, heirs or assigns.

And the said _____ its successors or

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred Fifty (\$1250.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest _____ Robert Norris _____ (Seal)

 _____ Ethel McCarty _____ (Seal)

 _____ (Seal)
 _____ (Seal)

State of Maryland.

Allegheny County, to wit:

I hereby certify, That on this 22nd day of December

in the year nineteen hundred and Forty-nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Robert Norris

and -- acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Marcus A. Naughton Vice President of the Cumberland Savings Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath that he is a duly authorized officer of the Cumberland Savings Bank of Cumberland, Maryland.

WITNESS my hand and Notarial Seal the day and year aforesaid and duly authorized to make (Notarial Seal)

Ethel McCarty _____
Notary Public

The Cement Products Company
Paul A. Williams, et ux

Filed and Recorded December 23rd 1949 at 11:30 A.M. Mortgage

This Mortgage, Made this 12th day of December
PURCHASE MONEY
in the year Nineteen Hundred and Forty-nine, by and between
The Cement Products Company, a Maryland corporation,

of Allegany County, in the State of Maryland
part y of the first part, and Paul A. Williams and Frances D. Williams, his wife, as
tenants by the entireties

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, ~~The said parties of the~~
first part stands indebted unto the said parties of the second part in the full and just sum of
fifty-five hundred (\$5,500.00) dollars as evidenced by its three notes, the first for
\$1,000.00 payable one year after date, the second for \$1,000.00 payable two years after date,
and the third for \$3,500.00 payable three years after date, which said sum or sums of money
with interest thereon at the rate of five (5%) per centum per annum, payable semi-annually,
the said party of the first part agrees to pay when and as the same may be due and payable.

This mortgage is a purchase money mortgage given to secure in part the purchase price of the property hereinafter described

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the second part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the secondpart, ittssuccessors

~~Recess~~ and assigns, the following property, to-wit: All that lot, piece or parcel of land situated lying and being on Valley Street, in the City of Cumberland, Allegany County, Maryland, being part of Lots Nos. 44 and 45 in Gephart's Addition to Cumberland, Maryland, the part of which intended to be hereby conveyed being described as follows, to-wit:

BEGINNING for the same at a point distant south 64 degrees 07 minutes east 18.43 feet on the first line of the deed from the Union Mining Company to James B. Williams dated the first day of February, 1910, and recorded among the Land Records of Allegany County, Maryland in Liber No. 105 folio 509, said point of beginning being also the end of the first line in the deed from the parties of the first part herein to The Mayor and City Council of Cumberland, Maryland, a Municipal Corporation, dated the 10th day of December, 1949, and to be recorded among the Land Records of Allegany County, Maryland, and running thence south 64 degrees 07 minutes east 104.57 feet to the division line between Lots Nos. 45 and 46 of said Gephart's Addition; thence with said division line, south 25 degrees 26 minutes east 93 feet to the northwest corner of Lot No. 42 of said Gephart's Addition; thence with the northerly line of Lot Nos. 42 and 43 of said Addition, north 64 degrees 27 minutes west 99.23 feet to the end of the second line in the aforesaid deed from the parties of the first part herein to The Mayor and City Council of Cumberland, Maryland, a Municipal Corporation; thence with said second line reversed north 22 degrees 08 minutes east 92.98 feet to the place of beginning.

BEING the same property conveyed to the party of the first part by the parties of the second part by deed of even date herewith and to be recorded among the Land Records of Allegany County Maryland at the time of recordation of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, its successors
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executor, administrator or assigns, the aforesaid sum of Fifty-five hundred (\$5,500.00)
together with the interest thereon, as and when the same shall become due and payable, and
the meantime do and shall perform all the covenants herein on its part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Clarence Lippel his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the second part, its successors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor -- representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their personal representatives or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee's heirs or assigns, to the extent of -- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee's, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor
Attest
Thomas L. Smith
(Corporate Seal)
The Cement Products Company
By: C. L. Nestor
President
(Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 12th day of December in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Charles L. Nestor, President of The Cement Products Company, a corporation

and he acknowledged the aforesaid mortgage to be said corporation's act and deed; and at the same time before me also personally appeared Paul A. Williams and Frances D. Williams the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Betty June Beachy
Notary Public

William G. Robertson et ux Filed and recorded December 23rd 1949 at 10:15 A.M. Mortgage
The First National Bank of Barton, Md. (Stamps \$.55)

This Mortgage, Made this Sixth day of December in the year Nineteen Hundred and forty nine, by and between William G. Robertson and Arminta M. Robertson, husband and wife,

of Lonaconing, Allegany County, in the State of Maryland part of the first part, and The First National Bank of Barton, Maryland a corporation organized under the National Banking Laws of The United States of America of Barton, Allegany County, in the State of Maryland part of the second part, WITNESSETH:

Whereas, Whereas, the said parties of the first part are indebted unto the party of the second part in the full and just sum of five hundred dollars (\$500.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part, at The First National Bank of Barton, Maryland And Whereas, it was understood and agreed between the parties hereto prior to the lending of said money and the giving of said promissory note that this mortgage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

heirs and assigns, the following property, to-wit: All that parcel of ground situated in election district no. 15 near the town of Lonaconing in Allegany County, Maryland, being part of the one and one-half acre tract of land which was originally conveyed unto John Glick by the Georges Creek Coal Company, dated August 23, 1912, and unto the parties of the first part herein by deed from Jacob C. Glick et ux dated June 12, 1948 and of record among the land records of Allegany County, Maryland, in Liber No. 221, folio 142 of the said records. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, administrator or assigns, the aforesaid sum of five hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To: W. G. Robertson
Dec 23 1949

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and those presents are hereby declared to be made in trust, and the said party of the second part, its successors

heirs, executors, administrators and assigns, or Horace P. Whitworth its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least Five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor's.

Attest Kenneth A. Malcolm	William G. Robertson	(Seal)
Kenneth A. Malcolm	Arminta Marion Robertson	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 20th day of December

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared William G. Robertson and Arminta M. Robertson, husband and wife,

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Patrick A. Laughlin President of The First National Bank of Westport, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. and that he is the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Kenneth A. Malcolm

Notary Public

Wallace R. Cunningham et ux
To
William L. Reinhart

Filed and Recorded December 23rd 1949 at 3:00 P.M.

Mortgage
(Stamps \$1.65)

This Mortgage, Made this 22nd day of December

in the year Nineteen Hundred and forty-nine, by and between Wallace R. Cunningham and Mildred E. Cunningham his wife,

of Allegany County, in the State of Maryland

parties of the first part, and William L. Reinhart

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said party of the second part in the full and just sum of Fifteen Hundred Dollars (\$1,500.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith, payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of five per cent (5%) per annum payable and adjustable quarterly and which said sum of Money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

And the said parties of the first part further covenant that they will pay not less than \$15.00 per month on account of the principal and interest of the indebtedness hereby secured.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said William L. Reinhart his heirs and assigns,

the following property, to-wit:

All that piece or parcel of ground situated, lying and being near "Allegany Grove" in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron stake standing two (2) feet on the second line of the parcel of ground conveyed by George W. Carpenter and wife to John C. Ledbetter and wife by deed dated March 13, 1943, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 219, folio 517 said stake also stands on the North side of the National Highway, and continuing thence with the North side of said highway (Magnetic Bearings as of July 13, 1949, and with Horizontal Measurements) North 66 degrees and 20 minutes East 60 feet to an iron stake that stands at the Southwest division corner of the property on the east, thence with said division line North 24 degrees and 56 minutes West 197 5/10 feet, thence in line with an old division line fence South 67 degrees and 4 minutes West 50 feet to an iron stake, it being the end of the second line of the aforementioned John C. Ledbetter parcel of ground, thence reversing said second line, just passing the Northwest corner of a Rabbit House on this parcel of ground, South 22 degrees and 38 minutes East 197 1/10 feet to the place of beginning.

IT BEING the same property conveyed by Edna Marie Browning, unmarried, and others to Wallace R. Cunningham and wife by deed dated the 18th day of July, 1949, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 225, folio 575.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said William L. Reinhart, his executor, administrator or assigns, the aforesaid sum of Fifteen Hundred Dollars (\$1,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

William L. Reinhart, his

heirs, executors, administrators and assigns, or Matthew J. Mullaney his, ~~heirs, executors~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ~~and~~ their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred and no/100 Dollars (\$1,500.00) ~~Dollars~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~lien~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Elizabeth Philson	Wallace R. Cunningham	(Seal)
Elizabeth Philson	Mildred E. Cunningham	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 22nd day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Wallace R. Cunningham and Mildred E. Cunningham his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared M. D. Reinhart, Agent and attorney-in-fact, for William L. Reinhart the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide, as therein set forth, and the said M. D. Reinhart further made oath in due form of law that he is the agent and attorney-in-fact for William L. Reinhart and is duly authorized to make this affidavit.

Elizabeth Philson

Notary Public

Carl W. Shaffer et ux Filed and Recorded December 23rd 1949 at 10:15 A.M. Mortgage
To The Citizens National Bank of Westernport, Maryland (Stamps \$1.10)

This Mortgage, Made this Twenty-third day of December

in the year Nineteen Hundred and forty-nine, by and between Carl W. Shaffer and Frances I. Shaffer his wife,

of Westernport, Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport, Maryland a corporation organized under the National Banking Laws of the United States of America

of Westernport, Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the party of the second part in the full and just sum of one thousand dollars (\$1000.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand to the order of the party of the second part, with interest in the sum of one thousand dollars at The Citizens National Bank of Westernport Maryland. And Whereas, it was understood and agreed between the parties hereto before lending said money and the giving of said note that this mortgage should be given

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or assigns

~~heirs, executors, administrators and assigns~~ the following property, to-wit:

First- That certain lot of ground in Allegany County, Maryland, near the corporate limits of Westernport, and known as Lot No. 7 on the plat of New Franklin with a frontage of fifty feet on the east side of the County Road, . Being the property which was conveyed unto the parties of the first part by deed from Patrick Flanigan dated March 25, 1929 and recorded in Liber No. 160 Folio 312. Also the Southern half of the adjoining lot known as lot N. 8 on the plat of New Franklin, fronting 25 feet on the East side of the County Road, and which was conveyed unto the parties of the first part by deed from Annie Barnard and J. William Barnard dated April 12, 1944 and of record in Liber No. 199 Folio 201, of the Land records of Allegany County, Maryland. To which deeds so recorded a reference is hereby made for a more definite and particular description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs or ~~heirs, executors, administrators and assigns~~ do and shall pay to the said party of the second part its successors or assigns the aforesaid sum of one thousand dollars ~~xxxxxx~~ together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Wm. Reinhart
Dec 25 1949

And it is Agreed that until default be made in the premises, the said

parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

heirs, executors, administrators and assigns, or Horace P. Whitworth its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, and their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

One thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest
 Carl W. Shaffer (Seal)
 Richard H. Whitworth Frances Shaffer (Seal)
 (Seal)
 (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this twenty-third day of December

in the year nineteen hundred and forty-nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Carl W. Shaffer and Frances Shaffer his wife,

and did acknowledged the foregoing mortgage to their voluntary act and deed; and

at the same time before me also personally appeared Howard C. Dixon, Agent and President of The Citizens National Bank of Westernport, Md., the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the agent and the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard H. Whitworth

Notary Public

Harry L. Foreman . . . Filed and Recorded December 27" 1949 at 12:10 P.M.
 Donald P. Whitworth et ux

This Mortgage, Made this Twenty Third day of December
 in the year Nineteen Hundred and Forty Nine, by and between
 Harry L. Foreman Jr., and Hazel C. Foreman his wife, of

of Allegany County, in the State of Maryland
 parties of the first part, and Donald P. Whitworth and Anna Lee Whitworth, his wife,

of Allegany County, in the State of Maryland
 parties of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the said parties of the second part, in the sum of Thirty Six Hundred and Thirty Three Dollars and Fifty Three Cents (\$3,633.53) for money borrowed as evidenced by the Promissory Note of the said parties of the first part dated of even date herewith, payable on Demand unto the order of the said parties of the second part the sum of Thirty Six Hundred and Thirty Three Dollars and Fifty Three Cents (\$3,633.53), with interest at the rate of Six Percent (6%) per Annum, and WHEREAS, the said parties of the first part hereby agreed to execute this mortgage as security for the aforesaid note, and further agreed to pay in the reduction of the aforesaid note the sum of at least Thirty Dollars (\$30.00) per month, including the aforesaid interest, and WHEREAS, the aforesaid sum of money was borrowed for the purchase of the hereinafter described real estate and therefore this is a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All of that parcel of real estate situated on the South West side of Maryland Avenue, as laid out on the plat of South Westernport, by the Westernport Real Estate and Improvement Company, a Corporation, of the Town of Westernport, in Allegany County, Maryland, improved by House Number Three hundred and Four (304) beginning for the same at a point on the South West side of Maryland Avenue, Fifty Three (53) feet six (6) inches distant from the South West corner of the intersection of Maryland Avenue and First Street; thence running along the South West side of said Avenue South forty three (43) degrees Forty (40) minutes East twenty two (22) feet to a point; thence leaving Maryland Avenue and running along the dividing line and partition of House No. 304 and House No. 306, South forty six (46) degrees forty (40) minutes West one hundred (100) feet to the East side of a Ten Foot alley; thence running North forty three (43) degrees Forty (40) minutes West along the East side of said Alley Twenty Two (22) feet to a point; thence running along the dividing line and partition of House No. 304 and House No. 302 North forty six (46) degrees forty (40) minutes East one Hundred (100) feet to the South West side of Maryland Avenue and the place of beginning.

Being part of the same property as conveyed unto the said West Virginia Pulp and Paper Company, a Corporation, by the Westernport Real Estate and Improvement Company, a Corporation, by deed dated November 8, 1918, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 125, Folio 493, and being also the same property as conveyed unto the said parties of the first part herein by the West Virginia Pulp and Paper Company, a Corporation, by deed dated December 10th, 1949, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Deed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of thirty Six Hundred and Thirty Three Dollars and Fifty Three Cents (\$3,633.53) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
 To Westernport Md.
 Jan. 3 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty Six Hundred and Thirty Three & 53/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Harry L. Foreman (Seal)
Horace P. Whitworth Jr. Hazel C. Foreman (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Twenty Third day of December

in the year nineteen hundred and Forty Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Harry L. Foreman Jr. and Hazel C. Foreman his wife

and --- acknowledged the foregoing mortgage to be -- act and deed; and at the same time before me also personally appeared Donald P. Whitworth and Anna Lee Whitworth his wife the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Naoma M. Flanagan

Notary Public

Willmettie Haller et al

To Walter E. Kline

Filed and Recorded December 27th 1949 at 11:55 A.M.

Mortgage

(Stamps \$2.20)

This Mortgage, Made this 26 day of December in the year Nineteen Hundred and Forty Nine, by and between Willmettie Haller (Widow) of Allegany County, Maryland, and Goldie L. Rice, (unmarried)

of Baltimore City xCounty, in the State of Maryland part ies of the first part, and

Walter E. Kline

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Two Thousand (\$2000.00) Dollars to be repaid with interest at the rate of 6% per annum, computed monthly on unpaid balances, said indebtedness to be paid back at the rate of at least \$50.00 monthly on principal and interest, the first monthly payment being due one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being applied first to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Willmettie Haller and Goldie L. Rice

do give, grant, bargain and sell, convey, release and confirm unto the said Walter E. Kline his

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated and lying in the City of Cumberland, Allegany County, Maryland known and distinguished as 5 feet of Lot No. 22 and the adjoining 20 feet of Lot No. 23 of Henderson and Pearre's Addition to the City of Cumberland, and more particularly described on the plat and courses and distances of the same recorded in Liber 38, Folio 562, one of the Land Records of Allegany County, Maryland, said lot fronting 25 feet on Goethe Street in said City and extending an even depth of 100 feet.

Being the same property attempted to be conveyed by Ida M. Rice to the said Willmettie Haller and Goldie L. Rice by deed dated February 18, 1939, which is recorded in Liber 182, Folio 602, one of the Land Records of Allegany County, Maryland and later by a Confirmatory Deed dated May 15, 1942 which is recorded in Liber 193, Folio 397 of said Land Records conveyed by the said Ida M. Rice to the said Willmettie Haller and Goldie L. Rice. Reference to said Confirmatory Deed is hereby made for a further description. This is a second mortgage and is subject to the mortgage from the parties of the first part to Queen City Lodge K. of P. dated May 11, 1949, which is recorded in Liber 223 Folio 259, one of the Mortgage Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Willmettie Haller and Goldie L. Rice, their heirs, executors, administrators or assigns, do and shall pay to the said

Walter E. Kline his executor, administrator or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Willmettie Haller and Goldie L. Rice

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said
Willmettie Haller and Goldie L. Rice
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said
Walter E. Kline his

heirs, executors, administrators and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said
Willmettie Haller and Goldie L. Rice their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said Willmettie Haller and Goldie L. Rice further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least
Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest Virginia L. Haller Willmettie Haller (Seal)
Virginia L. Haller Goldie L. Rice (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify. That on this 26 day of December in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Willmettie Haller (widow) and Goldie L. Rice (Unmarried) and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Walter E. Kline the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Laurence C. Cessna
Notary Public

Betty L. Lippold et vir

Chattel Mortgage

To

Filed and Recorded December 27th 1949 at 8:30 A.M.

Family Finance Corporation

(Stamps \$.55)

THIS CHATTEL MORTGAGE, Made this 23 day of December 1949
by Lippold, Betty L. and Robert J. (Her Husband)

Cumberland of the City of Allegany

State of Maryland, hereinafter called "Mortgagor," to FAMILY FINANCE CORPORATION
a body corporate,

121 Baltimore St., Cumberland, Md., hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Five Hundred-Seventy-Five--no/100 Dollars (\$ 575.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. 229 Arch Street in said City of Cumberland-Allegany, in said State of Maryland, that is to say:

1 Philco floor model radio, 2 leather chairs, 1 high chair, 4 chairs, 1 table, 1 Taylor Apt. size electric washer, 1 Coolerator, 1, 4-burner gas Beauty Magic stove, 1 kitchen cabinet, 1 iron bed, 1 baby bed, 1 walnut bed, 1 oak dresser, 1 dressing table and bench, 1 chest of drawers, 1 baby bed, 1 walnut dresser, 1 chest of drawers, 1 cedar chest, 1 New Thor washer, E#493-ER, S#442-3819

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
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TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Five Hundred-Seventy-Five--no/100 Dollars (\$ 575.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 15 successive monthly installments as follows: 14 installments of \$ 38.33 each; 1 installments of \$ 38.38 each; installments of \$ each; installments of \$ each; payable on the 23 of each month beginning on the 23 day of January, 1950 with interest after maturity at 6% per annum, then these presents shall be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 42.13; and service charges, in advance, in the amount of \$ 20.00. In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS E. D. Johnson Betty L. Lippold (SEAL)
WITNESS R. J. Gould Jr. Robert J. Lippold (SEAL)
WITNESS D. A. Weisenmiller (SEAL)

STATE OF MARYLAND COUNTY OF Cumberland-Allegany, TO WIT:

I HEREBY CERTIFY that on this 23 day of December 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County City aforesaid, personally appeared Betty L. Lippold

the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be her act. And, at the same time, before me also personally appeared D. A. Weisenmiller

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal)

Ember D. Johnson
Notary Public.

FOR VALUE RECEIVED, The Family Finance Corporation of Cumberland, Maryland hereby release the within and a foregoing Chattel Mortgage.
WITNESS the signature of the said corporation, by attorney in fact, attested by its Secretary, and with its corporate seal affixed, this 18 day of April, 1950.
Attest: E. D. Johnson Secretary
By E. D. Johnson Attorney in Fact
4/20/50

Ethel M. Bosley et vir

Chattel Mortgage

To Filed and recorded December 29th 1949 at 8:30 A.M.

Family Finance Corporation

(Stamps \$1.10)

THIS CHATTEL MORTGAGE, Made this 24 day of December 19 49

by Bosley, Ethel M. and Charles O. Her Husband

Cumberland of the City of Allegany
County

State of Maryland, hereinafter called "Mortgagor," to FAMILY FINANCE CORPORATION
a body corporate,

121 Baltimore St., Cumberland, Md.

hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Ten Hundred-Eighty--no/100 Dollars (\$ 1080.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. 314 Grand Ave. Street
in said City of Cumberland Allegany in said State of Maryland, that is to say:

1, 3-piece living room suite wine and blue, 1 Philco floor model radio, 1 arm chair, 1 floor lamp, 2 end tables, 1 Record Player Airline, 1 occasional table, 1 walnut table, 6 walnut chairs, 1 buffet, 1 china closet, 1 Server walnut, 4 chairs, 1 table, 1 Maytag 6287257 washer, 1, 4-burner gas stove Eaton 25000, 1 kitchen cabinet oak, 1 iron bed, 1 iron, 1 maple dresser, 1 Budoir dresser chair, 1 cedar chest, 1 Delco radio, 1 chest of drawers, 1 bed iron, 1 chest of drawers walnut, 1 Singer sewing machine.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in _____ Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
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TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Ten Hundred-Eighty--no/100 Dollars (\$ 1080.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 18 successive monthly installments as follows: 18 installments of \$ 60.00 each; _____ installments of \$ _____ each; _____ installments of \$ _____ each; _____ installments of \$ _____ each; payable on the 24 day of January, 1950 with interest after maturity at 6% per annum, then these presents shall be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 97.20; and service charges, in advance, in the amount of \$ 21.60. In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

Bed rooms - 1 bed, wal.; 1 bed, metal; 1 Zenith Radio; 2 chair, rockers;
1 chest of drawers, wal.; 1 chiffonier, wal.; 1 dresser, wal.,
1 nite stand, 1 Admiral Portable Radio; 1 cong. rug.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by mortgagors or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the Mortgagors' possession.

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Ruby B. Shoemate & Joseph J. Shoemate, her husband, the mortgagor(s) named in the foregoing chattel mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour, agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

Cumberland, Md.

For value received the Personal Finance Company of Cumberland hereby releases the foregoing Chattel Mortgage. Witness the signature of the Manager of the said Company with its corporate seal attached this 27th day of

June, 1950.
WITNESSES: Edith M. Twigg, Notary Public, Cashier; By: J. J. Shoemate, Manager.
6/28/50

William M. Wilfong, et ux.

Mortgage.

To

Filed and Recorded December 23rd 1949 at 3:20 P. M.

Liberty Trust Company of Cumberland, Md.

THIS PURCHASE MONEY MORTGAGE, Made this 21st day of December, in the year nineteen hundred and forty-nine, by and between William M. Wilfong and Lulu Mae Wilfong, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said William M. Wilfong and Lulu Mae Wilfong, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of eight hundred (\$800.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar,

and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William M. Wilfong and Lulu Mae Wilfong, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the northwesterly side of Rolling Mill Alley, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at a point on the northwesterly side of Rolling Mill Alley distant North 49 degrees 20 minutes East 141 feet from the intersection of said northwesterly side of Rolling Mill Alley with the easterly side of Oldtown Road, and running thence with said northwesterly side of Rolling Mill Alley, North 49 degrees 20 minutes East 73 feet to the fourth line of the deed from Christopher Kelly and wife to Klots Throwing Company, dated the 13th day of November, 1900, and recorded in Liber No. 87, folio 675, one of the Land Records of Allegany County, Maryland, and running thence reversing said fourth line as corrected, North 40 degrees 40 minutes West 160 feet to the end of the third line of said deed, and running thence with the line of fence, South 57 degrees 30 minutes West 73-1/2 feet to the north-easterly side of a twelve-foot alley which runs North 40 degrees 40 minutes West from the place of beginning, and thence reversing said intersecting line and with the northeasterly side of said twelve foot alley, South 40 degrees and 40 minutes East 170 feet to the place of beginning; being all of Lot No. 3 and a part of Lot No. 2 and a part of Lot No. 4 and part of Main Street, as laid out in Minke and Willison's Addition to Cumberland, Maryland. Said lot hereby conveyed being the lot known as "E" as thus marked and shown on the plat marked "Flat No. 1" filed and returned by the Commissioners appointed in the case of Julia A. Kelly, et al. vs. John R. Kelley, et al., No. 7500 Equity, in the Circuit Court for Allegany County, Maryland, to make division of the lands of Christopher Kelly, deceased, among his heirs and children, said report having been filed in said case on the 29th day of February, 1916, and finally ratified and confirmed by the decree of said Court on the 31st day of March, 1916, and said lot being the parcel of ground described as Number "Four" in said report of said Commissioners.

IT being the same property which was conveyed unto the said Mortgagors by Ressie L. Teter et al., by deed dated December 1949, and duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eight Hundred (\$800.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assess-

Compared and Mailed Delivered 6/28/50
To Mortgage City Jan 18 1950.

ments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof, made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Eight Hundred (\$800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

William M. Wilfong (SEAL)

Lula Mae Wilfong (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared William M. Wilfong and Lula Mae Wilfong, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of the Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

Russell Moon, et ux.

Mortgage.

To

Filed and Recorded December 23rd 1949 at 3:20 P. M.

Liberty Trust Company,
Trustee for Bess R. Buchanan.

(Stamps \$2.20)

THIS MORTGAGE, Made this 23rd day of December, in the year 1949, by and between Russell Moon and Elizabeth B. Moon, his wife, of Allegany County, in the State of Maryland, of the first part, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, Cumberland, Maryland, Trustee for Bess R. Buchanan, of the Second part, witnesseth:

WHEREAS, the said Russell Moon and Elizabeth B. Moon, his wife, stand indebted unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan, in the just and full sum of Two Thousand One Hundred Fifty Dollars (\$2,150.00), as evidenced by their joint and several promissory note for said sum of money, bearing even date with these presents and payable to the order of The Liberty Trust Company, Trustee for Bess R. Buchanan, one year after date, with interest from date at the rate of six per centum (6%) per annum, payable quarterly as it accrues, at the Liberty Trust Company, on March 31, June 30, September 30 and December 31.

NOW, THEREFORE, IN CONSIDERATION of the premises and of the sum of one dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the southeasterly side of the National Turnpike, about three miles southwesterly of the City of Cumberland, in Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same on the southeasterly side of the National Turnpike at its intersection with the southwesterly side of a fifteen foot lane or road running from said

Compared and Mailed
To City
1950

Turnpike in a southeasterly direction to the Georges Creek and Cumberland Division of the Western Maryland Railroad and between the lot hereby conveyed and the lot conveyed by Henry Wiegand and wife to Shannon Brant, by deed dated March 23, 1899, and recorded in Liber No. 86, Folio 54, one of the Land Records of Allegany County, and running thence with the southeasterly side of said Turnpike, South 32 degrees 5 minutes West 50 feet to the beginning of the lot conveyed by Catherine Bopp to James H. G. Miller and wife, by deed dated April 14, 1920, and recorded in Liber No. 133, Folio 180, of said Land Records; and running thence with the fourth line of said Miller lot reversed, South 57 degrees 55 minutes East 200 feet to the northwesterly side of a thirty-foot street; then with said side of said street, North 32 degrees 5 minutes East 50 feet to the southwesterly side of said fifteen foot lane or road; then with said side of said lane or road, North 57 degrees 20 minutes West 200 feet to the place of beginning.

IT being the same property which was conveyed unto the said Mortgagors by John S. Hilbert, Jr., et ux., by deed dated June 6, 1945, and recorded in Liber 204, Folio 160, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, the aforesaid sum of Two Thousand One Hundred Fifty Dollars (\$2,150.00), together with the interest thereon, when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured; all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty (20) days' notice of time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising

from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee, including taxes, and a commission of eight per cent (8%) to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not and as to the balance, to pay it over to the said parties of the first part, their heirs and assigns.

AND the said parties of the first part further covenant and agree to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand One Hundred Fifty Dollars (\$2,150.00), and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

WITNESS: Thomas L. Keech

Russell Moon (SEAL)

Elizabeth B. Moon (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of December, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Russell Moon and Elizabeth B. Moon, his wife, and each acknowledged the foregoing instrument of writing to be their act and deed; and also, personally appeared before me, Charles A. Piper, president of The Liberty Trust Company, Trustee for Bess R. Buchanan, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and correct as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President of The Liberty Trust Company, Trustee for Bess R. Buchanan, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

Mortgage.

Peter M. Morris, et ux.

To

Filed and Recorded December 23rd 1949 at 3:20 P. M.

Kathleen E. Wolfe

(Stamps \$1.10).

THIS MORTGAGE, made this 23rd day of December, in the year Nineteen Hundred and Forty-Nine, by and between Peter M. Morris and Edna May Morris, his wife, hereinafter called

Compared and Delivered
To

Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and Kathleen E. Wolfe, hereinafter called mortgagee, which expression shall include her heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, WITNESSETH:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of One Thousand Dollars, (\$1,000.00), which said indebtedness, together with the interest thereon at the rate of Six Per Centum (6%) per annum, is to be repaid within three (3) years from the date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Thirty-Five Dollars (\$35.00) each month, on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground lying and being in Narrows Addition to the City of Cumberland, in Allegany County, Maryland, and designated on the plat of said Addition as Lot No. 49 and particularly described as follows:

Beginning for the same at a stake on the east side of Wabash Street and at the end of the first line of Lot No. 48, of said Addition, and running thence with said Street, North 26 degrees and 8 minutes East 40 feet, then South 63 degrees and 52 minutes East 122-1/4 feet to Railroad Street, and with said Street, South 22 degrees and 48 minutes West 40.1 feet to the end of the second line of said Lot No. 48, then with it reversed North 63 degrees and 52 minutes West 124-1/2 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Warren L. Twigg, et ux., by deed dated April 6, 1940, and recorded in Liber 186, Folio 182, of the Land Records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagee the aforesaid One Thousand Dollars (\$1,000.00) and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time there-

after either the said mortgagee or George R. Hughes, duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, the improvements on the hereby mortgaged land to an amount of at least One Thousand (\$1,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagee to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy,
as to both

Peter M. Morris (SEAL)
Edna May Morris (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of December, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Peter M. Morris and Edna May Morris, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And, at the same time, before me, also personally appeared Kathleen E. Wolfe, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

Alma M. Wenrich, et vir.

Chattel Mortgage.

To

Filed and Recorded December 27" 1949 at 8:30 A. M.

Personal Finance Company

Loan No. 1407 - Final Due Date: June 22, 1951 - Amount of Loan \$459.72.

Mortgagee: Personal Finance Company of Cumberland, Room 200 Liberty Trust Co., Building, Cumberland, Md.

Mortgagors' Name and Address: Alma M. & Paul E. Wenrich, 308 Helen Street, Cumberland, Md.

Date of Mortgage: December 22, 1949.

The following have been deducted from said amount of loan:

For interest at the rate of one-half (1/2%) per cent per month for the number of months contracted for.	\$ 41.33
Service charges	18.39
Recording fees	2.00
For Family Finance	341.90
Receipt of	56.10
is hereby acknowledged by the mortgagor	\$ 459.72
Total	

THIS CHATTEL MORTGAGE, made between the mortgagor and the Mortgagee, WITNESSETH:

That for and in consideration for a loan in the amount of loan stated above made by Mortgagee to mortgagor, which loan is repayable in 18 successive monthly instalments of \$25.54 /100 each, said instalments being payable on the 22nd day of each month from the date hereof, mortgagor does hereby bargain and sell unto mortgagee the personal property described below in a schedule marked "A" which is hereby made a part hereof by this reference.

TO HAVE AND TO HOLD, the same unto mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, That if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said loan according to its terms as aforesaid and as evidenced by a certain promissory note of even date herewith, then these presents shall be void. The note evidencing said loan provides that the amount thereof or any part thereof may be paid in advance at any time and also provides that if said note is not fully paid on the final due date thereof, the unpaid balance thereof shall bear interest at the rate of 6% per annum from said final due date, until paid.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment or any part thereof, as provided in said note, then the entire unpaid balance shall immediately become due and payable at the option of Mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to mortgagor and sell same for cash or on credit at public or private sale, with or without notice to mortgagor.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the

plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: Edith M. Twigg

Alma M. Wenrich (SEAL)

WITNESS: C. L. Coughenour

Paul E. Wenrich (SEAL)

SCHEDULE "A"

A certain motor vehicle, complete with all attachments and equipment, now located at the address of the Mortgagors indicated above, to wit: -----

Certain chattels, including all household goods, now located at the address of the Mortgagors indicated above, to-wit:

Living room - 3-pc. Living Room Suite, red and blue; 2 table, end; 1 Tier table; 1 bookcase.

Dining room - 6 chairs, maple; 1 table, maple; 1 tel. stand; 1 cong. rug; 1 Zenith Radio, 1 table; 2 overstuffed chairs, red & blue.

Kitchen - - 1 Refrigerator, G. E.; 1 stove, gas; 1 K. cabinet; 1 utility cabinet; 1 Clarion radio; 1 Arvin radio.

Bed rooms - - 1 bed, oak; 1 bed, maple; 1 bed, metal; 1 chair, maple; 1 chair, oak; 1 chest of drawers, maple; 1 chiffonier, maple; 2 dresser, oak & maple; 1 dressing table; 1 cedar chest; 1 nite stand.

and, in addition thereto all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagors or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the mortgagors' possession.

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Alma M. Wenrich and Paul E. Wenrich, her husband, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

Mortgage.

Charles O. Grindle, et ux.

To

Filed and Recorded December 27" 1949 at 2:20 P. M.

(Stamps \$3.30)

Liberty Trust Company of Cumberland, Md.

THIS MORTGAGE, Made this 23rd day of December, in the year nineteen hundred and forty-nine, by and between Charles O. Grindle and Margaret E. Grindle, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression

Compared and Mailed
To: *Allegany City*
Jan 10 1950

Compared and Mailed
To: *Allegany City*
Jan 10 1950

shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the city of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

WHEREAS, the said Charles O. Grindle and Margaret E. Grindle, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles O. Grindle and Margaret E. Grindle, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of land known and designated as Lot No. 11, in Block No. 20, in Potomac Park Addition, situated on or near the River Road (now called McMullen boulevard), three miles westward of the City of Cumberland, in Allegany County, Maryland, which said lot hereby intended to be conveyed is more particularly described as follows:

Beginning at a point on the easterly side of Pershing Drive at the end of the first line of Lot No. 10, and running thence with said Pershing Drive, North 1 degree, 40 minutes West 45 feet; thence at right angles to said Pershing Drive, North 88 degrees 20 minutes East 110 feet; thence South 1 degree 40 minutes East 45 feet to the end of the second line of said Lot No. 10; and thence reversing said second line, South 88 degrees 20 minutes West 110 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Cornelius E. Grindle, et ux., by deed dated December 1, 1949, and recorded in Liber 227, Folio 218, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and

interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: A. F. Green

Charles O. Grindle (SEAL)
Margaret E. Grindle (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Charles O. Grindle and Margaret E. Grindle, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Fifer, President of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration

shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the city of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

WHEREAS, the said Charles O. Grindle and Margaret E. Grindle, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles O. Grindle and Margaret E. Grindle, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of land known and designated as Lot No. 11, in Block No. 20, in Potomac Park Addition, situated on or near the River Road (now called McMullen boulevard), three miles westward of the City of Cumberland, in Allegany County, Maryland, which said lot hereby intended to be conveyed is more particularly described as follows:

Beginning at a point on the easterly side of Pershing Drive at the end of the first line of Lot No. 10, and running thence with said Pershing Drive, North 1 degree, 40 minutes West 45 feet; thence at right angles to said Pershing Drive, North 88 degrees 20 minutes East 110 feet; thence South 1 degree 40 minutes East 45 feet to the end of the second line of said Lot No. 10; and thence reversing said second line, South 88 degrees 20 minutes West 110 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Cornelius E. Grindle, et ux., by deed dated December 1, 1949, and recorded in Liber 227, Folio 218, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and

interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: A. F. Green

Charles O. Grindle (SEAL)
Margaret E. Grindle (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Charles O. Grindle and Margaret E. Grindle, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration

in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

A. F. Green, Notary Public.

Helen M. Hudson, et vir.

Chattel Mortgage.

To

Filed and Recorded December 28th 1949 at 8:30 A. M.

Family Finance Corporation.

TRUST DEED

THIS DEED, made this 28 day of November, 1949, by and between Hudson, Helen M. and William L. (her husband) of Antioch, Mineral County, State of West Virginia, herein-after called the Grantors, of the one part, and E. D. Johnson, Trustee, hereinafter called the Trustee, of the other part.

WITNESSETH: That the Grantors, in consideration of the sum of Four Hundred Dollars, which is the actual amount this day loaned to them by Family Finance Corporation, hereinafter called the Corporation, the receipt of which the Grantors hereby acknowledge, do hereby grant, bargain, sell and convey to the Trustee the following described personal property now located in the premises at Antioch, W. Va., in the Municipality, County and State first above written, to-wit:

2-piece red & blue living room suite; 1 Silvertone radio; 1 Warm Morning stove; 2 walnut end table; 1 walnut desk; 1 Kenmore electric washer 1105323; 1 Coldspot refrigerator 108452363; 1 Kenmore gas stove 1255532; 1 Sellers cabinet; 1 walnut bed; 1 walnut dresser; 1 walnut vanity & stool; 1 walnut chest drawers.

A certain motor vehicle, complete with all attachments, now located in said County and State at Antioch, in the City of Antioch, to-wit:

Make	Model	Year	Engine No.	Factory No.	Other Identification
Chevrolet	Special Deluxe 4-Dr. Sedan	1941	AA33327	14AH10-5084	Motorola radio Chevrolet Heater

IN TRUST to secure the payment of the sum of Four Hundred and no/100 dollars according to the terms of and as evidenced by a certain promissory note of even date herewith, payable to the order of Family Finance Corporation, 121 Baltimore St., Cumberland, Maryland, in 12 successive monthly instalments as follows:

11 instalments of \$33.33 each; 1 instalments of \$33.37 each payable on the 28 day of each month beginning on the 28 day of December 1949, with interest after maturity at 6% per annum, then these presents shall be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$24.00; and service charges, in advance, in the amount of \$16.00.

In event of default in the payment of this contract or any instalment thereof, a delinquent charge will be made on the basis of 5¢ for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

And upon further condition that Grantors shall remain in peaceful possession of the above described personal property until default be made in payment of the above described note. Upon such default, the entire indebtedness hereby secured, with interest as above, shall, at the option of the holder of said note, immediately become due and payable, and the possession of the Grantor be deemed unlawful, and upon written demand by said Trustee, the Grantor shall deliver any or all of said property to such trustee at any place in the City of Cumberland he may designate, the trustee being requested so to do by the holder of the above described note. The trustee shall sell any or all of the above granted property, at public auction or private sale, at the option of the trustee, for cash, at any place he may designate, after written notice mailed or sent at least five days prior to the date of sale, to the last known address of the Grantor, setting forth the time, place and manner of sale. From the proceeds derived from such sale, the trustee shall pay, first all sums sufficient to satisfy the claim of the Corporation in full, and the balance shall be paid to the Grantor or whomsoever is entitled to same.

Should the proceeds from such sale be insufficient to satisfy said debt, the parties to the above described note shall continue liable for such deficiency. Nothing herein shall be construed to prevent the holder of the above described note from proceeding against any of said parties thereto, without first having recourse to a sale hereunder. Upon the payment of said loan in full, this Deed shall be released.

Grantors covenant that they exclusively own and possess said personal property and there is no lien, claim, encumbrance or conditional purchase title against said personal property except - NONE.

If this deed includes a motor vehicle, Grantors covenant that they will not remove same from the State of W. Va. If this Deed includes goods and chattels other than a Motor vehicle, Grantors covenant that they will not remove same from the building where they are now situated as above set forth.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the Mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mortgagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release and mortgagors from making the payments provided for herein.

If this Deed shall include both a motor vehicle and other personal property and in the event of the happening of any of the conditions of default as above described, said Trustee, at their option may take any legal or other action they deem necessary against said motor vehicle or against said other chattels, without in any way prejudicing their right to take any other action at a later date to enforce the lien upon the part of the security against

Compared and Mailed Delivered
To Mortgage City
Jan 16 1950.

Ruth E. DeVore, et al

Bill of Sale.

To

Filed and Recorded December 31" 1949 at 10:00 A. M.

Ralph E. DeVore.

THIS BILL OF SALE, made this 5th day of November, 1949, by and between Ruth E. DeVore of Carroll County, State of Maryland and Floyd M. DeVore, of Allegany County, State of Maryland, Vendors, to Ralph E. DeVore of Allegany County, Maryland, Vendee.

That for and in consideration of the sum of One Dollar, (\$1.00) and other good and valuable considerations paid by the second party to the parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part do hereby Bargain and sell unto the said Ralph E. DeVore the following items of personal property situated in Ellerslie, Allegany County, Maryland, to-wit:

- 1 National cash register,
- 1 six-foot display case with refrigeration unit.
- 1 eight-foot display case with refrigeration unit.
- 1 set Dayton scales.
- 1 Hobart Meat slicer.
- 1 tonic cooler.
- 1 McCray walk-in ice box.
- 1 General Electric deep freeze.
- 1 steak maker.

TO HAVE AND TO HOLD unto the said Ralph E. DeVore absolutely.

WITNESS our hands and seals this 5th day of November, 1949.

Attest: Lillian A. Haines

Ruth E. DeVore (SEAL)

Attest: Harold V. Bloom.

Floyd M. DeVore (SEAL)

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that on this 5th day of November, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Ruth E. DeVore and acknowledged the foregoing Bill of Sale to be her act and deed.

WITNESS my hand and Notarial Seal on the day and year above written.

(Notarial Seal)

Lillian A. Haines, Notary Public.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of December, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Floyd M. DeVore and acknowledged the foregoing Bill of Sale to be his act and deed.

WITNESS my hand and Notarial Seal on the day and year last above written.

(Notarial Seal)

My Commission Expires May 7, 1951.

Harold V. Bloom, Notary Public.

Compared and Mailed Delivered to
 Ralph E. DeVore, Ellerslie, Md.
 Jan 10 1950

Compared and Mailed Delivered to
 Robert L. Critchfield, City
 Jan 16 1950

Robert L. Critchfield, et ux.

Mortgage.

To

Filed and Recorded December 31" 1949 at 10:00 A. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$5.50).

THIS MORTGAGE, Made this 30th day of December, in the year nineteen hundred and forty-nine, by and between Robert L. Critchfield and Elizabeth B. Critchfield, his wife, of Randolph County, West Virginia, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Robert L. Critchfield and Elizabeth B. Critchfield, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Four Thousand Six Hundred (\$4,600.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of five (5%) per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert L. Critchfield and Elizabeth B. Critchfield, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in the city of Cumberland, Allegany County, Maryland and designated as Lot No. 100, as shown on the amended plat of the properties of the Cumberland Homes Company Incorporated -- Kelly Springfield Tire Company, et al., dated September 15, 1923, said plat being recorded among the Land Records of Allegany County, Maryland, in Plat Box No. 84, which said plat is hereby referred to for a more particular description thereof. This property is situated at the intersection of Gephart Drive and Cleveland Avenue, in said Addition.

It being the same property which was conveyed unto the said Mortgagors by Cumberland Homes Company, Incorporated, by deed dated February 1, 1924, and recorded in Liber 146, Folio 153, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Four Thousand Six Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Four Thousand Six Hundred (\$4,600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: W. W. Young

Robert L. Critchfield (SEAL)

Elizabeth B. Critchfield (SEAL)

STATE OF WEST VIRGINIA, RANDOLPH COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of West Virginia, in and for the county aforesaid, personally appeared Robert L. Critchfield and Elizabeth B. Critchfield, his wife, and each acknowledged the foregoing mortgage to be their act and deed;

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires 9/16/50.

Millard W. Martin, Notary Public.

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of December, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

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Mortgage.

Gurley Brothers, Inc.,

To

Liberty Trust Company,

Filed and Recorded December 31st 1949 at 10:00 A. M.
(Stamps \$7.70).

THIS MORTGAGE, Made this 30th day of December, in the year Nineteen Hundred and Forty-Nine, by and between Gurley Brothers, Inc., a corporation existing under the laws of the State of Maryland, of the first part, hereinafter sometimes called Mortgagor, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, at a meeting duly called by the stockholders of Gurley Brothers, Inc., held at the office of the company in Cumberland, Maryland, on the 30th day of December, 1949, at which 1,000 shares of a total issue of outstanding stock of One Thousand shares of said corporation were represented in person, the following resolution was unanimously adopted by

Computed and Mailed Return - 24 & 84.
To: *Wm. C. City*
Jan 10 1950

the stockholders of said corporation.

"Whereas, the board of directors of Gurley Brothers, Inc., have advised that the corporation execute a mortgage upon certain of its real estate as hereinafter described to The Liberty Trust Company, a corporation duly incorporated under the laws of the State of Maryland, Cumberland, Maryland, for the purpose of securing a certain loan of money therein negotiated, and

WHEREAS, this meeting of stockholders has been called to take action on this recommendation, and

WHEREAS, this corporation has, by its charter and by-laws, full power and authority to borrow money for its corporate purposes and to secure its indebtedness by mortgaging, pledging, hypothecating or otherwise encumbering its property of any kind or description."

NOW, THEREFORE, BE IT RESOLVED that the proper officers of this corporation be, and they are hereby authorized to execute a mortgage or mortgages or other evidence of indebtedness upon the real estate hereinafter described, to The Liberty Trust Company, a corporation, Cumberland, Maryland, to secure its indebtedness with said Bank, in the amount of Seven Thousand Dollars (\$7,000.00), it being further evidenced by a promissory note or notes of like tenor and to bear such interest and upon such terms as may be arranged by the officers of this corporation, and

FURTHER WHEREAS, at a meeting of the board of directors of Gurley Brothers, Inc., which was duly called and held agreeable to the stockholders as above set forth, which said meeting of the board of directors of said company was held on the 30th day of December, 1949, the following resolution was passed:

"Resolved, that the President and Secretary of Gurley Brothers, Inc., be and they are hereby authorized and directed to borrow, for the use and benefit of the company from The Liberty Trust Company, a corporation, Cumberland, Maryland, the sum of Seven Thousand Dollars (\$7,000.00), at such rate of interest and upon such terms as they shall deem proper and in order to more effectually secure the payment of said indebtedness, the said President and Secretary are further authorized and directed to execute and deliver a mortgage and mortgage note or such other evidence of indebtedness in the name of the company to said Bank upon the property as designated", and

WHEREAS, the form and contents of said evidence of indebtedness has been approved by the Board of Directors of Gurley Brothers, Inc., and the proper officers of said company have been authorized and directed to execute the same and the mortgage and notes thereby secured, and

WHEREAS, the said Gurley Brothers, Inc., a Maryland corporation, now stands indebted unto The Liberty Trust Company, a corporation, Cumberland, Maryland, in the just and full sum of Seven Thousand Dollars, (\$7,000.00), payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of four and one-half per centum (4-1/2%) per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises and of the sum of one Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Gurley Brothers, Inc., does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust

Company, its successors and assigns, the following property, to-wit:

All that certain piece or parcel of ground situated on the southerly side of Green Street, in the City of Cumberland, Allegany County, Maryland, being a part of Lots Nos. 11 and No. 12 of the Town Lots of Cumberland, and more particularly described as follows:

BEGINNING for the same at a chiseled "X" in the brick sidewalk on the southerly line of Green Street, said "X" being at the end of the first line of a certain piece or parcel of ground conveyed by Richard Bender and Mary A. Bender to Claude E. Robinson, by deed dated May 31, 1901, and recorded in Liber 88, Folio 287, one of the Land Records of Allegany County, and running thence with the second line of said deed and continuing to the Southerly line of a 15-foot private alley, South 6 degrees 30 minutes West 138 feet, thence North 83 degrees 30 minutes West 10 feet, thence South 6 degrees 30 minutes West 38 feet to a stake, thence North 83 degrees 30 minutes West 64 feet to a stake on the easterly line of an 8-foot alley, thence with said alley line, North 6 degrees 30 minutes East 92 feet to a stake at a fence corner, thence North 83 degrees 30 minutes West 16 feet to a stake at a fence corner, said corner being the South end of C. E. Keller's East line, thence with said East line, North 6 degrees 30 minutes East 84 feet to a nail in the brick walk on the southerly line of Green Street, thence with said southerly line, South 83 degrees 30 minutes East 90 feet to the beginning.

TOGETHER with the right to use, in common with the owners of the other property abutting thereon, the aforementioned 15-foot private driveway located near the rear of the premises within described and conveyed, and running from said premises to Spruce Alley, for the purpose of ingress, egress and regress to and from the within described property.

IT being the same property which was conveyed unto the said Mortgagor by Earl J. Sipple and James H. Hope, both unmarried, by deed dated December 19, 1949, and recorded in Liber 227, Folio 365, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, its heirs, successors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Thousand Dollars (\$7,000.00), together with the interest thereon, when and as the same becomes due and payable, and in the meantime, does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor, shall, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mort-

gagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, its successors, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Seven Thousand Dollars (\$7,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

IN WITNESS WHEREOF, Gurley Brothers, Inc., has caused these presents to be signed by its President, with its corporate seal hereunto affixed, all duly attested by its secretary, on the day and year above written.

(Corporate Seal)

Charles F. Gurley,
Secretary.

GURLEY BROTHERS, INC.,

By W. W. Gurley,
President.

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared W. W. Gurley, president of Gurley Brothers, Inc., and as such, he acknowledged the foregoing Mortgage to be the act and deed of said corporation; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

John W. Harvey et ux

Chattel Mortgage

To Filed and Recorded December 30th 1949 at 8:30 A.M.

Industrial Loan Society, Inc., Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 17th day of December, 1949, by Harvey, John W. & Mary J. his wife, of the City/County of McCoole, State of Maryland, hereinafter called "Mortgagor" to Industrial Loan Society Inc, a body corporate, Room 33 Liberty Trust Building, Baltimore and Centre Sts., Cumberland, Md., hereinafter called "Mortgagee"

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$300.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor, doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels including household furniture, now located at --(Street Address) McCoole, (City) Allegany (County) in said State of Maryland, that is to say:

Living Room	Dining Room	Kitchen	Bed Room
1 Book case	2 Rug	4 Chairs	1 Bed
1 Secretary	1 Radio	1 Table	1 Dresser
1 Chair	1 gas heater	1 Stove 4b. gas	1 Chest of drawers
1 Chair		1 Washing Machine	1 wardrobe
1 Rugs		1 por. top table	1 chest of drawers
1 Studio Couch		1 Refrigerator	1 nite stand
1 smoking stand		2 Chairs	
1 floor lamp			

--and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in --- Maryland, that is to say:

Make	Model	Year	Engine No.	Serial No.	Other Identification
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TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$300.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 19 successive monthly instalments of \$20.16/100 each, including interest at the rate of 3% per month on the unpaid principal balance, the first of which instalments shall be payable on the 17th day of January, 1950, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and owing on the 17th day of August, 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

The mortgagor does covenant and agree pending this mortgage, as follows: That said motor vehicle be kept in a garage situated at Cresaptown, in Maryland, except when actually being used by said mortgagor, and that the place of storage shall not be changed without the written consent of said mortgagee; to keep said automobile in good repair and condition; to pay all taxes, assessments and public liens legally levied on said automobile when legally demandable; to pay said mortgage debt as agreed; to have said automobile insured, and pay the premiums therefor, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the mortgagee, to the extent of its lien hereunder, and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgage debt or any installment thereof in whole or in part, or in any covenant or condition of this mortgage then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee is hereby declared entitled to and may take immediate possession of said property, and the said mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their constituted attorney or agent are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary, at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place, and terms of sale in some newspaper published in said City and the proceeds of such sale shall be applied first to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance if any, to be paid to the said mortgagor, his personal representatives or assigns; and in case of a deficiency any unearned premiums on insurance may be collected by said mortgagee and applied to said deficiency.

WITNESS the hand and seal of said mortgagor the day and year first aforesaid.

Attest: William C. Dudley

Lester L. Sherman (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 3rd day of January 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Lester L. Sherman and acknowledged the foregoing mortgage to be his act; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Cashier or agent of said Corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William C. Dudley, Notary Public.

Melvin M. Sack et ux

Mortgage

To Filed and Recorded January 4th 1949 at 2:40 P.M.

The Commercial Savings Bank of Cumberland, Maryland

(Stamps \$.55)

THIS MORTGAGE, Made this Fourth day of January in the year nineteen hundred and Fifty by and between Melvin M. Sack and Alice A. Sack, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Nine Hundred (\$900.00) Dollars, for which they have given their promissory note of even date herewith, payable, on or before one year after date with interest at the rate of 5% per annum, payable monthly.

NOW, THEREFORE, in consideration of the premises and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Westerly side of North Mechanic Street, in the City of Cumberland, Allegany County, State of Maryland, improved by a three story brick building known as Nos. 104, 106, and 108 North Mechanic Street, and described as follows:

Beginning at the intersection of the North side of a private alley with the West side of North Mechanic Street at the Southeast corner of the three story brick building now occupied by The Societa Italiana Di Mutuo, Inc., Cristoforo Columbo de Cumberland, Maryland, and running with West side of North Mechanic Street, South 16 degrees 25 minutes East 32.33 feet to the corner of a brick house heretofore owned by George Hoblitzell; then with the North wall thereof, and the line of the North wall extended, South 76 degrees 15 minutes West 115 feet to the middle of Wills Creek; then up said Creek by a line parallel with said Street, North 16 degrees 25 minutes West 27.7 feet; then North 73 degrees 55 minutes East 115 feet, with the North wall of the three story brick building on the property hereby conveyed, to the beginning.

Being the same property conveyed by The Liberty Trust Company et al to the said Melvin M. Sack, by deed dated February 3, 1947, and recorded in Liber No. 213, folio 350, one of the Land Records of Allegany County, Maryland.

Reference to said deed is hereby made for a further description.

TO HAVE AND TO HOLD the abovescribed property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Nine Hundred (\$900.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable. --and in the meantime do and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said Parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time there-

after, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first:-To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Nine Hundred (\$900.00) dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

ATTEST:

William C. Dudley

Melvin M. Sack (Seal)
Alice A. Sack (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 4th day of January, in the year nineteen hundred and Fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Melvin M. Sack and Alice A. Sack, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

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Joseph M. Holt et ux

Chattel Mortgage

To Filed and Recorded January 5th 1950 at 8:30 A.M.

Industrial Loan Society, Inc., Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 21st day of December, 1949, by Holt, Joseph M. & Josephine his wife, of the City/County of Mt. Savage, State of Maryland, hereinafter called "Mortgagor", to Industrial Loan Society Inc., a body corporate at Room 33 Liberty Trust Building, Baltimore and Centre Sts., Cumberland, Md. hereinafter called "Mortgagee".

WITNESSETH: That for and in consideration of the sum of One Hundred Sixty-five Dollars (\$165.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels including household furniture, now located at Sunnyside (Street Address) Mt. Savage (City) Allegany (County) in said State of Maryland, that is to say:

Living Room No. Description	Dining Room No. Description	Kitchen No. Description	Bed Room No. Description
2 Chair	1 Buffet	1 Stove	1 Bed
1 Chair	4 Chairs	1 Washing Machine	1 Bed
1 Chair rocker	1 Table	1 Kit. Cab.	1 Bed baby
1 Living Room Suite	3 pc. 1 Table	1 5 pc. Breakfast set	2 Dresser
1 Piano	1 Radio	1 Sewing Machine	2 Wash stand
1 Table	1 chair	1 chest	
3 Rugs	1 victrola		
1 sofa			
1 desk & chair			
1 floor lamp			

-- and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in--- Maryland, that is to say:

Make	Model	Year	Engine No.	Serial No.	Other Identification
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TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$165.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith, payable in 14 successive monthly instalments of \$13.82/100 each, including interest at the rate of 3% per month on the unpaid principal balance the first of which instalments shall be payable on the 21st day of January, 1950, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and owing on the 21st day of March, 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall immediately become due and payable at the option of

Chattel Mortgage

Donald R. Julian
To Filed and recorded January 6th 1950 at 1:00 P.M.

The Liberty Trust Company, Cumberland, Maryland

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 3rd day of January 1950, by and between Donald R. Julian

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of One Thousand Five Hundred One Dollars and 95/100 (\$1501.95) payable one year after date hereof, together with interest thereon at the rate of five per cent (5%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1949 Dodge 4Door Sedan Coronet Engine# D30-202577 Serial # 31383956

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Donald R. Julian shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforesaid vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assignor, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Donald R. Julian his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 3rd day of January 1950.

Thos J. McNamee

Donald R. Julian (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 3rd day of January 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Donald R. Julian the within mortgagor and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles F. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Thos J. McNamee

Notary Public

Frank Bennett et ux Filed and Recorded January 3rd 1950 at 12:00 Noon
F. Helene Goodfellow

Mortgage
(Stamps \$5.50)

This Mortgage, Made this 31st day of December

in the year Nineteen Hundred and Forty-nine, by and between Frank Bennett and Theda M. Bennett, his wife

of Allegany County, in the State of Maryland
parties of the first part, and F. Helene Goodfellow

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the party of the second part in the full and just sum of Five Thousand Dollars (\$5,000.00) with interest thereon at the rate of 5% per annum, said principal debt and interest to be paid to the said party of the second part in monthly instalments of Fifty dollars (\$50.00) each, the first of which instalments shall become due and payable on February 1, 1950, and the remaining instalments monthly thereafter on the first day of each and every month until such time as said principal debt and interest accruing thereon shall have been fully paid. The said parties of the first part shall have the right to accelerate any or all of said payments, in which event interest shall be adjusted accordingly.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Frank Bennett and Theda M. Bennett, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said F. Helene Goodfellow her

heirs and assigns, the following property, to-wit: All that lot or parcel of ground adjoining the tracks of the Cumberland and Pennsylvania Railroad in Cumberland, Allegany County, Maryland, and fronting on West Lane which is described as follows:

BEGINNING on the Northwesterly side of West Lane, North 27 degrees 27 minutes East 32 feet from the centre of the middle track of the Cumberland and Pennsylvania Railroad, said point being also, North 64 degrees 19 minutes West 16.5 feet from an iron pin planted on the South-easterly side of West Lane, and running thence with West Lane, North 27 degrees 27 minutes East 94.7 feet to a point where the Northeasterly side of Madison Street extended would intersect the Northwesterly side of West Lane; thence North 59 degrees 37 minutes West 16 feet; North zero degrees 22 minutes West 48.7 feet; North 67 degrees 48 minutes West 170 35/100 feet to a point where the Easterly side of Holland Street intersects; thence still North 67 degrees 48 minutes West 465 feet; South 22 degrees 12 minutes West 139.8 feet to the right-of-way of the Cumberland and Pennsylvania Railroad; along said right-of-way, South 69 degrees 55 minutes East 350 15/100 feet; South 66 degrees 20 minutes East 103.2 feet; South 64 degrees 39 minutes East 100.8 feet; South 64 degrees 19 minutes East 107.7 feet to the beginning.

Said property is conveyed subject to possessory claims of the Grimm family

If being the same property which was conveyed to the said Frank Bennett and Theda M. Bennett, his wife, by William H. Geppert, Trustee, by deed dated December 31, 1949 and intended to be recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Frank Bennett and Theda M. Bennett, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said F. Helene Goodfellow, her heirs, executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars (\$5,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Frank Bennett and Theda M. Bennett his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Frank Bennett and Theda M. Bennett his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said

F. Helene Goodfellow, her

heirs, executors, administrators and assigns, or William H. Gappert
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Frank Bennett and Theda M. Bennett, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Frank Bennett and Theda M. Bennett, his wife,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or her heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Five thousand and 00/100

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent
of her or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seal of said mortgagor s:

Attest

Edith Holder
Edith Holder

Frank Bennett

(Seal)

Theda M. Bennett

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 31st day of December

in the year nineteen hundred and Forty-nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Frank Bennett and Theda M. Bennett, his wife,

and each acknowledged the foregoing mortgage to be their respective
deed and deed; and
at the same time before me also personally appeared F. Helene Goodfellow

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Edith Holder

Notary Public

William P. Thomas et ux Filed and Recorded January 3rd 1950 at 9:30 A.M. Mortgage
George Lafferty et ux

This Mortgage,

Made this 23rd day of December

in the year Nineteen Hundred and Forty Nine

William P. Thomas and Lura Thomas, his wife

of Allegany County, in the State of Maryland

parties of the first part, and George Lafferty and Annie C. Lafferty, his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the
parties of the second part in the full and just sum of Three Thousand Eight Hundred Dollars
(\$3,800.00) which said sum the parties of the first part promise to pay to the order of the
parties of the second part in equal consecutive monthly installments of not less than Twenty-
Five Dollars, (\$25.00) a month, plus interest at the rate of Four Per Centum (4%) Per Annum,
payable monthly; adjustment on principal and interest to be made every six months upon said
indebtedness until the full sum has been paid and satisfied.

The sum hereby secured being in part purchase money for the hereinafter described
property, and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said
parties of the second part, their

heirs and assigns, the following property, to-wit:

All that tract or parcel of land lying East of the road leading from the National
Pike to Morantown in Election District No. 24 near Eckhart, Allegany County, Maryland, and more
particularly described as follows:

BEGINNING at a stake in the center of the aforesaid road leading from the National
Pike to Morantown and running with the center of said road (true meridian courses and horizontal
distances used throughout), North 20 degrees 47 minutes West 94.33 feet to a stake on the
boundary line between the Consolidation Coal Company and the Neff Farm, said stake stands
North 45 degrees 08 minutes East 172.00 feet from a planted stone numbered 142, one of the
boundary stones of the Consolidation Coal Company; then leaving said road and running with said
boundary line, North 45 degrees 08 minutes East 344.00 feet; then leaving said boundary line
and running with the fence lines South 33 degrees 30 minutes East 207.00 feet; South 30 degrees
30 minutes West 243.00 feet; North 25 degrees 15 minutes West 180.00 feet to the place of beginn-
ing; containing One and Seventy-Nine Thousandths acres (1.079), more or less.

IT BEING the same property which was conveyed unto the said William P. Thomas and Lura
Thomas, his wife, by Louis J. Lafferty, unmarried, by deed dated the 23rd day of December, 1949
and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their heirs

executors s, administrator s or assigns, the aforesaid sum of Three Thousand Eight Hundred Dollars
together with the interest thereon, as and when the same shall become due and payable, and if
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Sheriff's Office
23rd Jan 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee s, their heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Eight Hundred Dollars (\$3,800.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of -- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest

Edward J. Ryan

William P. Thomas (Seal)

Lura Thomas (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 23rd day of December

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared William P. Thomas and Lura Thomas, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George Lafferty and Annie Lafferty, his wife the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edward J. Ryan

Notary Public

Elmer Bierman et ux

To Carl Bierman Jr. et ux

This Mortgage,

PURCHASE MONEY

in the year Nineteen Hundred and

Filed and Recorded January 7th 1950 at 10:25 A.M.

Mortgage

Made this 6th day of January

fifty--

, by and between

Elmer Bierman and Charlotte E. Bierman, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Carl Bierman, Jr. and Mildred Bierman, his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the parties of the second part in the full sum of Five Hundred Dollars (\$500.00) which was this day advanced by the parties of the second part to the parties of the first part and used by them in purchasing the property hereinafter described and mortgaged; and

WHEREAS, said sum of Five Hundred Dollars (\$500.00) is payable by the parties of the first part to the parties of the second part, without any interest in monthly installments of at least Twenty four Dollars (\$24.00) each, commencing one month from the date hereof and continuing each month thereafter until said principal indebtedness shall have been fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated about five (5) miles Southeast of the City of Cumberland, in Allegany County, Maryland, being a part of the Mexico Farms and this particular lot being a portion of Part No. 2 of Lot No. 2 as shown on the Plat of the sub-division of the Frederick Bierman Estate which is recorded in Liber 62 folio 63, one of the Judgment Records of said Allegany County and particularly described as follows:

BEGINNING for the same at a point on the Northerly side of the County Road as shown on the said Plat at a point thereon measured along said side of said Road South 66 degrees West 383.6 feet from the beginning point of whole Lot No. 2 Part 2 aforesaid (said beginning point of whole Lot No. 2 Part 2 aforesaid being the beginning point of the second parcel described in a deed from Clarence Shutter, Trustee, to Carl F. J. Bierman, et ux, dated March 23, 1929, and recorded in Liber 160, folio 257, one of the Land Records of said County); and running thence along said North side of said County Road, South 66 degrees West 156.3 feet to a point; thence still with said Road, South 74 degrees 50 minutes West 25.7 feet to the 9th or last line of a tract of land conveyed to Frederick Bierman, et ux by James Crites et ux by a deed dated March 18, 1916, and recorded in Liber 118, folio 179, of said Land Records; and with part of said last line reversed, North 00 degrees 47 minutes East 450 feet; thence by a straight line a distance of 386 feet, more or less, to the place of beginning. All bearings refer to the Magnetic Meridian of 1923.

BEING the same property conveyed unto the said Elmer Bierman, et ux by the said Carl Bierman Jr., et ux by a deed of even date herewith, intended to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage which is given to secure a portion of the purchase price paid by the mortgagor parties here to for said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Five Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mr. Mexico Farms, etc.
Jan 12 1950

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Lewis M. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their personal representatives heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of --- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee s may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s

Attest Miles S. Amick	<u>Elmer Bierman</u>	(Seal)
<u>Miles S. Amick</u>	<u>Charlotte E. Bierman</u>	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this sixth day of January

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Elmer Bierman and Charlotte E. Bierman, his wife,

and they acknowledged the foregoing mortgage to be their respective and deed; and at the same time before me also personally appeared Carl Bierman, Jr.,

the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Miles S. Amick

Notary Public

William R. Turner et ux Filed and Recorded January 7th 1950 at 11:58 A.M. Mortgage
To Cumberland Savings Bank of Cumberland, Maryland (Stamps \$2.75)
This Mortgage, Made this 7th day of January

in the year Nineteen Hundred and 1950, by and between
William R. Turner and Frances M. Turner his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and Cumberland Savings Bank of Cumberland, Maryland a corporation duly incorporated under the laws of the State of Maryland,
of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, the said William R. Turner and Frances M. Turner, his wife, stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Twenty-five hundred (\$2500.00) dollars payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues, It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of at least \$25.00 per month plus, interest, the first of said monthly payments to be made on February 14, 1950 and monthly thereafter.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided by Chapter 923 of the Public General Laws of Maryland passed at the January, 1945 Session of the General Assembly and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William R. Turner and Frances M. Turner his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Cumberland Savings Bank of Cumberland, Maryland, its successors

heirs and assigns, the following property, to-wit: All those three lots or parcels of ground known as Lots Nos. 62, 63 and 64 of the Bannockburn Addition to the City of Cumberland, Maryland, as shown on the plat of said Addition filed among the Land Records of Allegany County, in Liber No. 105 folio 271, and described as a whole as follows:

Beginning at a point on the southerly side of Kentucky Avenue at the intersection of the Southwesterly corner of Kentucky Avenue and Maine Alley, and running with the southerly side of Kentucky Avenue, South 47 degrees 30 minutes East 87.5 feet to the line of Lot No. 65 of said Addition, thence with the said line of Lot No. 65 South 42 degrees 30 minutes West 100 feet to Porter Alley, and with said Alley North 47 degrees 30 minutes West 118 feet to Maine Alley, and with said Alley North 59 degrees 25 minutes East to the place of beginning. (Magnetic Meridian 1909.).

It being the same property which was conveyed to William R. Turner and Frances M. Turner his wife by William M. Somerville, Trustee by deed dated the 19th day of March, 1948 and recorded in Liber 219 folio 505, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said William R. Turner and Frances M. Turner his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Twenty-five Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed D-
To Allegany City
Jan 10 1950

And it is Agreed that until default be made in the premises, the said

William R. Turner and Frances M. Turner his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said William R. Turner and Frances M. Turner his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Cumberland Savings Bank of Cumberland, Maryland, its successors or

~~and assigns, or F. Brooke Whiting~~ and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

William R. Turner and Frances M. Turner his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said William R. Turner and Frances M. Turner his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors

assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-five hundred (\$2500.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Attest

Ethel McCarty

William R. Turner

(Seal)

Frances M. Turner

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 7th day of January

in the year nineteen hundred and 1950

, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

William R. Turner and Frances M. Turner his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and

at the same time before me also personally appeared Marcus A. Naughton Vice President of the Cumberland Savings Bank of Cumberland, Maryland

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath that he is the Vice President of the Cumberland Savings Bank of Cumberland, Maryland,

WITNESS my hand and Notarial Seal the day and year aforesaid, and duly authorized to make this affidavit.

(Notarial Seal)

Ethel McCarty

Notary Public

Elizabeth R. Nierman Filed and recorded January 9th 1950 at 3:30 P.M.
The Second National Bank of Cumberland, Maryland

Mortgage

(Stamps \$14.85)

This Mortgage, Made this 9th day of January

in the year Nineteen Hundred and Fifty

Elizabeth R. Nierman

, by and be ween

of Allegany County, in the State of Maryland

part y of the first part, and The Second National Bank of Cumberland, Maryland a banking corporation duly incorporated under the laws of the United States

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the party of the first part is justly indebted unto the party of the second part in the full and just sum of Thirteen Thousand, Seven Hundred Dollars (\$13,700.00) this day loaned the party of the first part by the party of the second part, and which is to be repaid with interest at 4% per annum in payments of not less than One Hundred and Fifty Dollars (\$150.00) per month said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit:

First: All that lot, piece or parcel of land situated, lying and being on the Southerly side of Pershing Street, in the City of Cumberland, Allegany County, Maryland, and which is more particularly described as follows, to-wit:

BEGINNING for the same at a concrete monument planted on the Southerly side of said Pershing Street at the end of 200 feet on the first line of the deed from D. P. Miller, et al, Trustees to the Holland Company, and running thence with the Southerly side of said Pershing Street and to the first line of said deed, North 72 degrees 10 minutes East 17 feet to the end of the said first line; and thence with the second and part of the third lines thereof, South 17 degrees 50 minutes East 60 feet to the Northerly line of the George H. Daisy lot; and with it South 72 degrees 10 minutes West 17 feet to intersect a line drawn South 17 degrees 50 minutes East from the concrete monument, the place of beginning; and thence reversing said intersecting line North 17 degrees 50 minutes West 60 feet to the place of beginning. All bearings refer to the true meridian and distances are horizontal.

BEING the same property which was conveyed to John A. Nierman and Elizabeth R. Nierman, his wife, by James E. Perrin, et ux by deed dated December 26, 1945, and which is recorded among the Land Records of Allegany County in Liber No. 206, folio 554; the whole title to which property vested in Elizabeth R. Nierman upon the recent demise of her husband, John A. Nierman.

Second: Also all that lot or parcel of ground hereby conveyed being situated on the Eastern boundary of the Addition known as "Homewood" and being more particularly described as follows, to-wit: BEGINNING for the same at a stake, it being the Northeast edge of the intersection of Maine Avenue and the Maryland State Road leading to Mount Savage, Maryland, and running thence with magnetic courses with the Eastern edge of right-of-way of Main Avenue North 22 degrees 20 minutes East 330.2 feet to an iron stake, thence cutting across the Burke Estate South 58 degrees 25 minutes East 30.2 feet to a wooden stake, then South 22 degrees 20 minutes West 140.7 feet to a wooden stake, thence South 4 degrees 45 minutes East 74.2 feet to a post in the front fence line of the Burke Estate, thence with the line of the front fence and running with the northern edge of the Maryland State Road South 68 degrees 10 minutes West 158 feet to the beginning, containing 35/100 acres more or less.

BEING the same property which was conveyed to Elizabeth Rose Nierman by William Helmstetter by deed dated May 4, 1944, and recorded among said Land Records in Liber No. 199, folio 339.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part her heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors or assigns, the aforesaid sum of Thirteen Thousand Seven Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
T. M. C. - C. H.
Jan 13 1950

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and those presents are hereby declared to be made in trust, and the said party of the second part, its successors

~~XXXX~~, executors, administrators and assigns, or William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Thousand Seven Hundred (\$13,700.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors ~~XXXX~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Elizabeth R. Nierman (Seal)
J. H. Mosner (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 9th day of January

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Elizabeth R. Nierman

and acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Chas E. Shaw

Notary Public

Charles E. Brode et ux Filed and Recorded January 10th 1950 at 3:35 P M
Second National Bank of Cumberland

This Mortgage, Made this ninth day of January
Purchase Money in the year Nineteen Hundred and fifty

Charles E. Brode and Mary Elizabeth Brode, his wife

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, a national banking corporation, with its principal place of business in Cumberland

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebtedness unto the party of thesecond part in the full and just sum of Seventy Two Hundred Dollars (\$7200.00) to be repaid with interest at the rate of Four Per Centum (4%) per annum, computed monthly on unpaid balances, said indebtedness to be amortized over a Fifteen (15) year period by the payment of at least Fifty-Three Dollars and Twenty-six Cents (\$53.26) per month on the principal and the interest accruing thereon, the first monthly payment being due one (1) month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accruing thereon, is paid in full, said monthly payment being first applied to the accrued interest and the balance thereof to the principal, to secure which said principal, together with the interest accruing thereon, these presents are executed. A privilege is reserved to prepay at any time without premium or fee the entire indebtedness or any part thereof not less than the amount of one (1) installment or One Hundred Dollars (\$100.00) whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles E. Brode and Mary Elizabeth Brode his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Second National Bank of Cumberland, its successors

~~XXXX~~ and assigns, the following property, to-wit: All that piece or parcel of ground situated on Greene Street, in the City of Cumberland, Allegany County, Maryland, and being part of Lot No. 30 and part of Lot No. 32 of the Rose Hill Estate as shown on a plat attached to a deed from Morris Baron et ux to Morris Rosenbaum dated March 13, 1939, and recorded among the Land Records of said Allegany County, in Liber No. 183, Folio 44, which said piece or parcel of ground is more particularly described as follow, to-wit:

BEGINNING for the same at a point on Greene Street, formed by the intersection of the Northerly side of Greene Street, with the Easterly side of Brooke Avenue, and running thence with Greene Street, South 76 degrees and 15 minutes East 50 feet, thence by a straight line to the Southeasterly corner of the dwelling located on the property hereby conveyed known as No. 555 Greene Street, Cumberland, Maryland, and running thence with the face of the easterly wall of said dwelling to the Northeasterly corner of said dwelling and to the end of said Easterly wall, then with the face of the rear wall of said dwelling to the dividing line between Lot No. 30 and Lot No. 32 as shown on the above mentioned plat, and running with said dividing line North 11 degrees East 50 feet to an alley 16 feet wide, then with said alley, North 76 degrees and 15 minutes West 50 feet to the Easterly side of Brooke Avenue, then with the Easterly side of said Avenue, South 11 degrees West to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Morris Baron et ux which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles E. Brode and Mary Elizabeth Brode, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors or assigns, the aforesaid sum of Seventy Two Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Charles E. Brode and Mary Elizabeth Brode, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Charles E. Brode and Mary Elizabeth Brode, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Second National Bank of Cumberland, its successors or

~~heirs, executors, administrators or assigns~~, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said Charles E. Brode and Mary Elizabeth Brode, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said Charles E. Brode and Mary Elizabeth Brode, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy Two Hundred (\$7200.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~xxxxxx~~ or assigns, to the extent of its their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s,

Attest
Angela W. McClure
Angela W. McClure
Charles E. Brode (Seal)
Mary Elizabeth Brode (Seal)
(Seal)
(Seal)

State of Maryland,

Allegheny County, to wit:

I hereby certify, That on this ninth day of January

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Charles E. Brode and Mary Elizabeth Brode, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. President of the Second National Bank of Cumberland a national banking corporation
WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Chas. E. Shaw

Notary Public

Donald W. Barger et ux Filed and recorded January 10th 1950 at 1:00 P.M.
Allied Building Credit Association

Mortgage

(Stamps \$5.5)

This Mortgage, Made this 9th day of January

in the year Nineteen Hundred and Fifty, by and between Donald W. Barger and Nellie F. Barger his wife,

of Allegheny County, in the State of Maryland
parties of the first part, and Allied Building Credit Association

of Allegheny County, in the State of Pennsylvania
parties of the second part, WITNESSETH:

Whereas, The parties of the first part are now indebted unto the party of the second part in the full and just sum of Seven Hundred Ninety-Three Dollars and Eighty Cents (\$793.80) which sum is to be repaid by the parties of the first part to the said party of the second part in thirty-six (36) equal monthly installments of Twenty-two Dollars and Five Cents (\$22.05) first monthly payment to be payable March 15, 1950.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor

do es give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its

~~heirs, executors, administrators or assigns~~, the following property, to-wit: All that piece or parcel of ground situate, lying and being in Election District No. 16, Allegheny County, State of Maryland, and more particularly described as follows:

Beginning at the stump of a white oak sapling on the Northwest margin of the Bryce Hollow Road, corner of land of Lewis Weber and Sons, and running thence by said land, North 65-1/2 degrees West 412 feet, to Stones; thence North 29-1/2 degrees, East 100 feet to a stake and degrees West 412 feet, to Stones; thence North 65-1/2 degrees, East 412 feet to a stake, thence by Stones; thence by a new division line South 65-1/2 degrees, East 412 feet to the place the Northwest margin of the Bryce Hollow Road South 29-1/2 degrees, West 100 feet to the place of beginning, containing .942 of an acre. This property is the same property which was conveyed to the parties of the first part by Herbert Rice, et ux by deed dated September 27th, 1947 and recorded in Liber 218, Folio 635 among the Land Records of Allegheny County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said mortgagor, the ir

~~heirs, executors, administrators or assigns~~, the aforesaid sum of Seven Hundred Ninety-Three Dollars ~~xxxxxx~~ or assigns, the aforesaid sum of Seven Hundred Ninety-Three Dollars ~~xxxxxx~~ as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its

~~assigns, or~~ assigns, or Milton Gerson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said mortgagor or their

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said mortgagor

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred Ninety-Three Dollars and Eighty Cents

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its assigns, to the extent of \$793.80 their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest	Donald W. Barger	(Seal)
	Nellie F. Barger	(Seal)
	Harry Kionitly	(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 9th day of January

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Donald W. Barger and Nellie F. Barger his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Martin Caplan, Agent for Allied Building Credit Association the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Sue Ginevan

Notary Public

Liola N. Myers et ux Filed and Recorded January 11th 1950 at 10:55 A.M. Mortgage
Edward J. Ryan et ux

This Mortgage, Made this 29th day of December in the year Nineteen Hundred and Forty Nine, by and between Liola N. Myers and Evelyn K. Myers his wife,

of Allegany County, in the State of Maryland part 1st of the first part, and Edward J. Ryan and Alice S. Ryan his wife,

of Allegany County, in the State of Maryland part 1st of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of One Thousand Two Hundred Ninety Dollars (\$1,290.00) which said sum the parties of the first part promises to pay to the order of the parties of the second part in consecutive monthly installments of not less than Thirty-One Dollars (\$31.00) per month the same including interest at the rate of Six Per Centum (6%) Per Annum, until the full sum of One Thousand Two Hundred Ninety Dollars, (\$1,290.00) and interest has been paid and satisfied.

The sum hereby secured being in part purchase money for the hereinafter described property and is therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All those tracts or parcels of land, lying and being in Allegany County, Maryland, and described as follows, to-wit:

BEGINNING at the beginning of a tract of land called "Honey" Dew" and running thence South 54-3/4 degrees West 85-1/4 perches, South 60 degrees East 21-1/4 perches; South 15 degrees West 38-3/4 perches to a persimmon tree marked with nine notches, South 11 degrees East 43 perches; then South 40 degrees West 70 perches to a bounded pine near the canal and also at or near the end of the second line of a tract of land called "Mellotts Town" and with the third and last lines of the last named tract, North 55-1/2 degrees West 43 perches to the beginning of said tract, North 55-1/2 degrees West 43 perches to the beginning of said tract of land, it being also the end of 16 perches on the 53rd line of "Moskwa Resurveyed" first part, then with and bordering on the Old State Road leading from Oldtown to Cumberland, North 70 degrees West 30 perches to the beginning of Jeremiah Mellotts deed from Samuel and George J. Appold, dated the 22nd of April, 1874, and running thence with the lines of said deed, North 5 degrees West 8 perches, North 13 degrees East 64 perches, North 40 degrees West 20 perches, North 43 degrees East 30 perches; North 2 degrees East 56 perches; North 54 degrees West 7 perches and one-half to two white oaks marked, the beginning of the division lines between Jeremiah Mellotts and Jacob I. Mellotts, and running with said lines and road leading to Jeremiah Mellotts house, North 64 degrees East 14 perches to a stone; South 78 degrees East 13 perches to a chestnut oak; North 78 degrees East 18 perches to a stump standing at the end of the 8th line of a stone; North 58 degrees East 9 perches to J. A. Robinson and reversing the lines thereof, that part of Jeremiah Mellotts Farm, sold to J. A. Robinson and reversing the lines thereof, South 53-1/2 degrees East 14 perches to a walnut tree; South 72-1/2 degrees East 16-3/4 perches to an elm tree; East 11 perches; South 82 degrees East 10 perches to a locust; South 71 degrees East 14 perches; South 60 degrees East 20 perches and then by a straight line to the beginning containing 128-1/2 acres more or less.

IT BEING the same property which was conveyed unto the said parties of the first part by Clarence E. Livingood and Ethel M. Livingood by deed dated the 1st day of December, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of One Thousand Two Hundred Ninety Dollars (\$1,290.00) together with the interest thereon, as and when the same shall become due and payable; and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Two Hundred Ninety Dollars (\$1,290.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest

Wm. L. Wilson Jr.

Liola N. Myers

(Seal)

Evelyn K. Myers

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 29th day of December

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Liola N. Myers and Evelyn K. Myers his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Edward J. Ryan and Alice S. Ryan his wife, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William L. Wilson, Jr.

Notary Public

S. J. Molnar Jr.

Chattel Mortgage

To Filed and Recorded January 6th 1950 at 1:00 P.M.

The Liberty Trust Company, Cumberland, Maryland, THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 5th day of January 1950, by and between S. J. Molnar Jr.

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of Five Hundred Fourteen Dollars and 64/100 (\$514.64) payable one year after date hereof, together with interest thereon at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1947 Plymouth Convertible Coupe Motor # P15-524354 Serial # 11800791

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said S. J. Molnar Jr. shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforesaid vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said S. J. Molnar, Jr. the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 5th day of January 1950, S. J. Molnar Jr. (SEAL)
Thos J McNamee

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 5th day of January 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared S. J. Molnar Jr. the within mortgagor and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles F. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Thos J McNamee

Notary Public

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS Betty L. Waingold E. Riggelman (SEAL)
WITNESS _____ (SEAL)
WITNESS _____ (SEAL)

STATE OF MARYLAND COUNTY OF Allegany, TO WIT:

I HEREBY CERTIFY that on this 6 day of Jan 1950, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared E. Riggelman the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared Betty L. Waingold

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal)

George Waingold Notary Public.

Edward B. Peer et ux

Mortgage

To Filed and Recorded December 29th 1949 at 2:20 P.M.

Homer S. Oster et ux

(Stamps \$1.10)

THIS MORTGAGE, Made this 28th day of December in the year Nineteen Hundred and Forty Nine, by and between Edward B. Peer and Evelyn M. Peer, his wife, of Allegany County in the State of Maryland, parties of the first part, and Homer S. Oster and Anna G. Oster his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are now indebted to the said Homer S. Oster and Anna G. Oster his wife, as tenants by the entireties in the full and just sum of One Thousand Eighty (\$1,080.00) Dollars, for which they have given their promissory note of even date herewith payable with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than \$26.00 interest to be calculated every six months on the principal due at the beginning of said six months, all payments made during said period to be then applied first to interest and balance to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs, and assigns, the following property, to-wit: All that lot or parcel of land situated in Election District No. 2 in Allegany County, State of Maryland, and which is particularly described as follows, to-wit:

Beginning at a set stone on the East side of the Twiggstown Road where a hickory stump is called for and now found, the beginning corner to a tract of 76.5 acres, of which this is a part, and running thence with a portion of the first line thereof corrected to date (M.B. 1940) North 87 degrees 00 minutes West 2 perches, crossing said road to a point in the first line of a tract of 4.3 acres sold to Philip E. Keller; thence with a portion of said line North 1 degree 30 minutes East 10 perches to the end of said line at a road leading westward from said Twiggstown Road; thence with two more of said Keller's lines North 59 degrees 00 minutes West 35 perches; North 47 degrees 30 minutes West 10.25 perches; thence with a portion of another of said Keller's lines, South 25 degrees 00 minutes West 7 perches to a corner of the 100 acres tract a part of which is contained in this survey; thence reversing one of the lines of said survey (old call) North 50 degrees 00 minutes West 12 perches to another corner thereof and 7th corner to the said 76.5 acre tract; thence with the lines of the latter, copied from deed, North 19 degrees 45 minutes East 36 perches to a stone pile; thence leaving Alex Dolan's land and running across Thomas P. Davis' land, South 70 degrees 45 minutes East 31.5 perches to a stone pile; thence North 81 degrees 35 minutes East 7 perches to a stone pile; thence South 70 degrees 40 minutes East 39 perches to two white oak trees; thence South 41 degrees 45 minutes East 20.5 perches to a hickory tree; thence South 63 degrees 30 minutes East 65.5 perches to a stone pile; thence South 20 degrees 00 minutes West 37.2 perches to a stone pile now erected; thence South 73 degrees 00 minutes East 95 poles to a stake near the top of the mountain; thence along the top of said mountain South 31 degrees 30 minutes West 42 perches to a stake; thence South 42 degrees 00 minutes West (16.5 perches called) 12 perches to a line of W.C. Coulehan's now the land of Geo. E. Shoemaker; thence with a portion of one of his lines (old call) North 57 degrees 30 minutes West 85.2 perches to a stake and stone pile, corner to a tract of 28.2 acres sold to Jacob C. Brooks; thence reversing the lines of his tract (M.B. 1940) North 21 degrees 30 minutes East passing 50 feet to the left of the 14th corner to this survey at 24 perches, 58 perches in all to a stone pile and pine and black oak tree marked for pointers; thence North 62 degrees 00 minutes West

20.2 perches to a stone pile on the North side of a drain, with a pin Oak tree and a red oak tree both marked for pointers; thence North 89 degrees 30 minutes West 80 perches to a white oak tree on a high bank near the residence on this land; thence North 77 degrees 00 minutes West 7 perches to a post and set stone on the North side of a drain and on the East side of the private road to the aforesaid residence near where it intersects with the Twiggstown Road; thence with the East side of said road, South 4 degrees 45 minutes West 16.5 poles to the place of beginning, containing 1.3 acres of the 100 acre tract and 47.6 acres of the 76.5 acre tract, making 48.9 acres in all.

Being the same property conveyed by Edward H. Borgman et ux to Edward B. Peer et ux by deed dated October 15, 1943, and recorded in Liber No. 197, folio 494, of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description

TOGETHER with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of One Thousand and Eighty (\$1,080.00) Dollars together with the interest thereon, as and when the same shall become due and payable and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand and Eighty (\$1,080.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of--their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said mortgagors.

Attest Ina E. Hughes

Ina E. Hughes

Edward B. Peer (Seal)

Evelyn M. Peer (Seal)

STATE OF MARYLAND

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 28th day of December, in the year nineteen hundred and forty nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Edward B. Peer and Evelyn M. Peer his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Agent of the said mortgagees and duly authorized by them to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ina E. Hughes,

Notary Public.

Chattel Mortgage

Ernest Klein

To Filed and Recorded December 29th 1949 at 8:30 A.M.

National Discount Corporation, Cumberland Branch

THIS CHATTEL MORTGAGE, Made this 10th day of December, 1949, by Ernest E. Klein Mortgagor, and National Discount Corporation, Mortgagee.

Loan Computation: Interest \$126.50 Service Charge \$20.00 Insurance \$121.55
Recording Fees \$2.60 To Maker \$910.00 Total Loan \$1180.65

WHEREAS, the said Mortgagor is indebted unto the said Mortgagee in the full sum of Eleven Hundred Eighty and 65/100 Dollars, which said sum the said Mortgagor has agreed to repay in Twenty Three consecutive Mo. installments of Forty Nine and 19/100 Dollars and One Final installment of Forty Nine and 28/100 Dollars all of which is evidenced by a promissory note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

NOW, THIS MORTGAGE, WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1948	Chevrolet	Fleetline Aero-sedan	FAM-283324	14FKJ-53641

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.

Witness: J. H. Snyder

Ernest E. Klein (Seal)

700 Lafayette Ave
Cumberland, Md.

STATE OF MARYLAND, CUMBERLAND, to wit:

I HEREBY CERTIFY, That on this 10th day of December, in the year one thousand nine hundred and Forty Nine before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Ernest E. Klein the Mortgagor named in the foregoing Mortgage and I acknowledged the foregoing Mortgage to be My act. At the same time also appeared

J. H. Snyder Agent of the National Discount Corporation the within-named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz

Notary Public.

William D. Elliott et ux

Chattel Mortgage

To Filed and Recorded December 29th 1949 at 8:30 A.M.

The Fidelity Savings Bank of Frostburg, Allegany County, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 23rd day of December in the year 1949 by and between William D. Elliott and Gertrude Elliott, his wife, of Allegany County, Maryland, hereinafter called the mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation, hereinafter called the mortgagee,

Witnesseth: Whereas, the said mortgagor is indebted unto the said mortgagee in the full sum of Two Hundred Thirteen and 33/100 Dollars (\$213.33) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$213.33 payable to the order of said bank.

Now, therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property, to-wit:

One R.C.A. Radio-Phonograph Combination Model N., 9W105, Serial No. B102246

Provided that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$213.33 Dollars with interest as aforesaid according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon or in any installment in whole or in part or in any covenant or condition of this mortgage or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the personal property hereinbefore described shall be kept in a building situated at Ocean, in Allegany County Maryland, and that the same shall not be removed therefrom without the written consent of the said

mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$213.33 and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of fire to inure to the benefit of the mortgagee to the extent of its lien or claim there on and to place such policy forthwith in the possession of the mortgagee.

Witness the hand and seal of said mortgagor on this 23rd day of December in the year Nineteen Hundred Forty-Nine.

Attest: Rachel Knieriem

William D. Elliott (Seal)

Gertrude Elliott (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY that on this 23rd day of December 1949 before me the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid personally appeared William D. Elliott and Gertrude Elliott, his wife the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Mortgage

James P. Mills et ux

To Filed and Recorded December 29th 1949 at 11:00 A.M.

(Stamps \$2.20)

Frostburg National Bank

THIS MORTGAGE, Made this 23d day of December, in the year Nineteen Hundred and Forty Nine by and between James P. Mills and Ethel V. Mills his wife, of Allegany County in the State of Maryland, parties of the first part, and Frostburg National Bank a national banking corporation duly incorporated under the laws of the United States of America, of Frostburg, Allegany County in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of Two Thousand 00/100 (\$2000.00) Dollars, payable one year after date of these presents together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand

paid and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that piece or parcel of land, known as Lot No. 237, situate in Ocean, in Election District No. 18, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the west side of State Road, known as Georges Creek Boulevard; said point being South fifty-eight degrees twenty-eight minutes West one hundred and one and fifty-eight hundredths feet from Consolidation Coal Company's Engineers Survey Station No. 12389, which is a copper plug in a flat rock on West side of said Road (true meridian courses and horizontal distances used throughout); then with said Road, South four degrees thirty minutes West one hundred and thirty-four feet; then leaving said Road, North eighty-five degrees forty-five minutes West one hundred and thirty-seven feet to the easterly limits of right-of-way of Cumberland and Pennsylvania Railroad; then with said right-of-way, parallel to and forty feet distant from center line of said Railroad North thirteen degrees thirty minutes East one hundred and sixty-two feet; then leaving said right-of-way, South seventy-two degrees thirty-nine minutes East one hundred thirteen and fifty-seven hundredths feet to the beginning; containing forty-two hundredths of an acre, more or less.

IT being the same property which was conveyed to the parties of the first part herein by deed of The Allegany Real Estate Company dated April, 1941, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns the aforesaid sum of Two Thousand Dollars (\$2,000.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied, on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand and 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case fire, or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: (as to Both)

Ruth M. Todd

James P. Mills (SEAL)

Ethel V. Mills (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 23d day of December, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared James P. Mills and Ethel V. Mills, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National Bank the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Potomac Coach Lines Inc.

To

Filed and Recorded December 29th 1949 at 1:10 P.M.

Edward W. Marsh et al, Trustees

PARTIAL RELEASE OF DEED OF TRUST

Deed of Trust

from

POTOMAC COACH LINES, INCORPORATED

to

EDWARD W. MARSH and L.I. RICE, Trustees; MELLON NATIONAL BANK AND TRUST COMPANY, beneficial owner and holder.

Dated November 2, 1949.

Recorded in the Office of the Clerk of the County Court of Berkeley County, West Virginia, in Deed of Trust Book No. 100 page 145 and in the Office of the Clerk, Allegany County, Maryland, in Liber No. 228, folio No. 503.

Debt \$90,607.42

WHEREAS, POTOMAC COACH LINES, INCORPORATED (hereinafter called the "Company"), a West Virginia corporation, is indebted to MELLON NATIONAL BANK AND TRUST COMPANY (hereinafter

Compared and Mailed Delivered
To: E. W. Marsh, 201 E. Avenue, Jr.
Martinsburg, W. Va.
Jan 11, 1950

called the "Bank"), a national banking association, in the amount of \$90,607.42 with interest, and as security therefor has executed and delivered a Deed of Trust dated November 2, 1949, to Edward W. Marsh and L. I. Rice, as Trustees, the Bank being the beneficial owner of the debt secured by said Deed of Trust; and

WHEREAS, said Deed of Trust was recorded in the Office of the Clerk of the County Court, Berkeley County, West Virginia, on November 2, 1949, in Deed of Trust Book No. 100 page 145 and in the Office of the Clerk, Allegany County, Maryland, on November 3, 1949, in Liber No. 228, folio No. 503; and

WHEREAS, by said Deed of Trust the Company transferred and conveyed, inter alia, unto said Trustees certain motor vehicles listed and described in Paragraph 1 (d) of the Agreement annexed to said Deed of Trust as Exhibit "A"; and

WHEREAS, Paragraph 6 of said Agreement permits the Company to sell such of said motor vehicles which are not necessary or advantageous to retain in the Company's business upon certain terms and conditions therein set forth; and

WHEREAS, pursuant to the terms and conditions of Paragraph 6 of said Agreement, the Company has sold five of said motor vehicles which it deems not necessary or advantageous to retain in its business, and has paid the Bank the sums of money required thereunder; and

WHEREAS, said Deed of Trust provides that said Trustees, or the one acting thereunder, upon written request of the Bank, shall release from the lien thereof any of the motor vehicles which the Company may sell under Paragraph 6 of said Agreement; and

WHEREAS, the Bank has requested said Trustees in writing to release from the lien of said Deed of Trust the five motor vehicles, hereafter described, which the Company has sold as aforesaid, and said Trustees are satisfied that all requirements for the said release have been fully complied with by the Company and the Bank;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said Edward W. Marsh, and L. I. Rice, Trustees as aforesaid, as well in consideration of the premises as of the sum of One Dollar (\$1.00) lawful money of the United States of America to them in hand paid by the Company at the time of the execution and delivery hereof, the receipt whereof is hereby acknowledged, have remised, released, quitclaimed, exonerated and discharged, and by these presents do remise, release, quitclaim, exonerate and discharge, unto the Company its successors and assigns, the following described motor vehicles:

Year and Make	Seating Capacity	Serial No.	Motor No.
1935 Yellow Coach	33 pass.	843310	707561
1935 Yellow Coach	33 pass.	8433110	707635
1944 Ford Transit	29 pass.	69B	99T553467
1947 Chevrolet	20 pass.	14PAC2766	DEA615033
1945 Ford Transit	29 pass.	69B	99T611462

TO HAVE AND TO HOLD the same, together with any and all attachments, equipment, parts and accessories attached thereto, unto the Company, its successors and assigns, forever, released, freed, exonerated and discharged of and from the lien of said Deed of Trust and every part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, that nothing herein contained shall in anywise affect, alter or diminish the lien or encumbrance of said Deed of Trust on the remaining property subject thereto, or the remedies at law or in equity for recovering thereout or against the Company, its successors or assigns, the unpaid balance of said debt, with interest, secured by said Deed of Trust.

WITNESS the due execution hereof by said Trustees this 14th day of December, 1949.

Witness: Emeline R. Girdich

Edward W. Marsh (SEAL)
Trustee

Jan L. Wachtel

L. I. Rice (SEAL)
Trustee

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } SS:

I, Lottie R. Keys, a Notary Public in and for said Commonwealth and County, do hereby certify that Edward W. Marsh one of the Trustees whose name is signed to the writing hereto annexed bearing date on the 14th day of December, 1949, has this day acknowledged the same before me in my said Commonwealth and County.

GIVEN under my hand and seal this 14th day of December, 1949.

(Notarial Seal)

Lottie R. Keys, Notary Public.

My Commission Expires: Lottie R. Keys, Notary Public
My Commission Expires
January 4, 1953

STATE OF WEST VIRGINIA }
COUNTY OF BERKELEY } SS:

I, Mildred A. Martin a Notary Public in and for said State and County do hereby certify that L. I. Rice, one of the Trustees whose name is signed to the writing hereto annexed bearing date on the 14th day of December, 1949, has this day acknowledged the same before me in my said State and County.

GIVEN under my hand and seal this 16th day of December, 1949.

(Notarial Seal)

Mildred A. Martin, Notary Public

My Commission Expires: Nov. 2, 1951.

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Mortgage

Francis J. Hayes et ux

To Filed and Recorded December 29th 1949 at 3:50 P.M.

Robert W. Young et ux

THIS PURCHASE MONEY MORTGAGE, Made this 30th day of November in the year Nineteen Hundred and Forty-nine, by and between Francis J. Hayes and Mary A. Hayes his wife, of Allegany County in the State of Maryland, parties of the first part, and Robert W. Young and Edith M. Young, his wife, of Allegany County, in the State of Maryland, parties of the second part,

WITNESSETH:

WHEREAS, Francis J. Hayes and Mary A. Hayes his wife, stand indebted unto Robert W. Young and Edith M. Young, his wife, in the full and just sum of Three Thousand Five Hundred Dollars (\$3,500.00) this day loaned to the aforesaid parties of the first part by the parties of the second part on account of the purchase price of the parcels of land hereinafter described which were conveyed to Francis J. Hayes and Mary A. Hayes, his wife, by the Vestry of Emmanuel Parish of the Protestant Episcopal Church in Allegany County, Maryland, a corporation duly created and existing under the Laws of the State of Maryland, by a deed of even date herewith and which principal sum of \$3,500.00 with interest at the rate of five per cent (5%) per annum is to be repaid in quarterly installments of not less than \$75.00 payable on the principal plus the interest then due and owing, said payments of principal and interest to be due on or before the first day of March, June, September and December of each year during the existence of this mortgage and the first quarterly payment of principal and interest to be due on March 1, 1950; it is also covenanted by the parties of the first part that they will pay the entire balance of the principal due and owing on this mortgage, together with the interest thereon, on or before ten years from the date hereof; all of which said payments are to be made to the

Contract and Mailed Letter 5/16/50

parties of the second part in the City of Cumberland, Maryland, or to their duly authorized agents.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness of the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to wit:

All that lot or parcel of ground situated in Election District No. 6, in Allegany County, Maryland, and more particularly described, as follows, to wit:

FIRST: BEGINNING for the same at a point located N 84 degrees 33 minutes 44 seconds W 27.57 feet from the Southeast corner of the brick building located at the intersection of the North side of Prospect Square and the West side of Johnson Street, said point being the center of the division wall between the property located at the above described street intersection and the property now owned by the said Vestry, and running thence with the center line of said division wall which is hereby declared a party wall as was intended in the deed from Annie Stubblefield to the said Vestry, dated April 17th, 1907, and recorded in Liber No. 100, folio 648, one of the Land Records of Allegany County, Maryland, N 05 degrees 03 minutes 05 seconds E 34.20 feet to a point, thence N 02 degrees 23 minutes 40 seconds E 47.87 feet to a point distant 79.42 feet from the East side of Johnson Street and at right angles thereto at a point 82 feet Northerly from the Southeast corner of the Stubblefield property occupying the Street intersection hereinbefore mentioned, said point also being described in the deed last mentioned, thence N 03 degrees 22 minutes 16 seconds E 1.00 feet to the end of the third line described in the deed from Morris M. Townsend, et ux, to the said Vestry, dated April 9th, 1883 and recorded in Liber No. 59 folio 572, one of the said Land Records, said point being also at the end of the 3rd line in the deed from Wm. S. Reed, et ux to the said Vestry, dated December 18th, 1895 and recorded in Liber No. 78 folio 209, one of the said Land Records, thence N 84 degrees 33 minutes 44 seconds W 28.50 feet, thence S 05 degrees 26 minutes 16 seconds W 83 feet to the North side of Prospect Square, thence with said Square (Street) S 84 degrees 33 minutes 44 seconds E 31.35 feet to the beginning.

SECOND: BEGINNING at the end of 85 feet on the second line of the whole town lot No. 123, and running thence at right angles to said second line N 84 degrees 33 minutes 44 seconds W 58 feet, thence S 05 degrees 26 minutes 16 seconds W 3 feet to the end of the 2nd line of that part of the whole lot that was conveyed by the said Vestry to Mary Martha Johns by deed recorded in Liber 36, folio 380 one of the said Land Records, thence S 84 degrees 33 minutes 44 seconds E 28.50 feet to the end of the 3rd line of that part of the said whole lot which was conveyed by Charles Perry et ux to the said Vestry by deed dated February 27th, 1866 and recorded in Liber No. 23, folio 606, one of the said Land Records thence S 03 degrees 22 minutes 16 seconds W 1.00 feet to the end of 29.42 feet on the 2nd line of that part of the whole lot conveyed by Ferdinand Williams, et ux to Annie F. Stubblefield by deed recorded in Liber No. 66 folio 148 one of the said Land Records and reversing part of said 2nd line S 84 degrees 33 minutes 44 seconds E 29.42 feet to the end thereof which point is also 89 feet on the 2nd line of the whole lot and and then reversing part of the second line of the whole lot N 05 degrees 26 minutes 16 seconds E 4 feet to the place of beginning, which strip of ground is to be used only as an alleyway from Johnson Street to the lot owned by the said Vestry and reserving to the party of the first part in the deed which conveyed the above described parcel from Wm. J. Reed et ux to the said Vestry, said deed being recorded in Liber No. 78, folio 209, one of the said Land Records, the right to use the aforementioned and above described parcel as an alley.

THIRD: All that lot, piece or parcel of ground lying on the westerly side of North

Johnson Street, in Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING at the end of the 1st line in a deed from Ferdinand Williams et ux to Annie Stubblefield dated February 8th, 1899, and recorded among the said Land Records in Liber No. 66, folio 148, and running thence at right angles to Johnson Street N 84 degrees 33 minutes 44 seconds W 31.25 feet to a point, thence S 03 degrees 26 minutes 16 seconds W 3 feet, thence S 84 degrees 33 minutes 44 seconds E 31 feet to the end of 79 feet on said 1st line and with it N 05 degrees 26 minutes 16 seconds E 3 feet to the place of beginning.

It being the same property which was conveyed to the parties of the first part herein by The Vestry of Emmanuel Parish of the Protestant Episcopal Church in Allegany County, Maryland, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

This Mortgage Is Given To Secure A Part Of The Purchase Price Of The Above Described Property And Is A Purchase Money Mortgage.

TO HAVE AND TO HOLD the above mentioned and described property unto the said parties of the second part, their successors and assigns, in fee simple forever.

TOGETHER with the buildings and improvements, thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of Three Thousand Five Hundred Dollars (\$3,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or upon failure to pay any quarterly installments of principal and interest when the same is due, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Robert W. Young, and Edith M. Young, his wife, parties of the second part, their heirs, executors, administrators and assigns, or Thomas B. Finan, his duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor or their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable

to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred Dollars (\$3,500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said mortgagors.

ATTEST: Leslie J. Clark, as to both

Francis J. Hayes (SEAL)

Mary A. Hayes (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I, HEREBY CERTIFY, That on this 30th day of November in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Francis J. Hayes and Mary A. Hayes, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Robert W. Young and Edith M. Young, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Leslie J. Clark, Notary Public.

Paul F. Fazenbaker et ux

Chattel Mortgage

To Filed and Recorded December 30th 1949 at 8:30 A.M.

Aetna Finance Company

Mortgagee

Loan No. Cum 2136

Aetna Finance Company

Borrowers: (Last Name) Fazenbaker, Paul F. & Violet

7 N. Liberty St.,

Addresses: Rt #4

Cumberland, Md.

City Keyser County Mineral State W. Va.

Date of This Loan	Actual Amount of This Loan	First Payment Due	Final Payment Due
12/14/49	\$300.00	1/17/50	8/17/51

Payable: Principal and interest is payable in 20 monthly payments of \$20.16 each except final payment shall be unpaid principal and interest.

Agreed rate of charge: 3% per month on the unpaid balance. (In the computation of interest a day shall be considered one thirtieth of a month)

This chattel mortgage made on the date above stated, between the borrowers named above, as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above.

Witnesseth: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan with interest at the agreed rate as hereinbefore stated the mortgagors do hereby grant, sell, convey and confirm unto the said mortgagee the hereinafter described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate payable in consecutive monthly payments

stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said note are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, plus accrued interest may at the option of the undersigned, be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee shall have.

The Mortgagor acknowledges to have received from the Mortgagee in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provision of Section 15 of Article 58A of the Uniform Small Loan Laws of Maryland.

DESCRIPTION OF MORTGAGED PROPERTY:

Make of Auto	Year	Body	Motor Number	Serial Number
Pontiac	1946	for dor	P8LB17507	17507

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

WITNESS: Ray White

Violet Fazenbaker (SEAL)

WITNESS: Violet Fazenbaker

Paul F. Fazenbaker (SEAL)

STATE OF MARYLAND CITY OF Cumberland-Allegany TO WIT:
COUNTY

I HEREBY CERTIFY that on this 14th day of December 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Paul F. & Violet Fazenbaker the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared Ray White Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Eugenia A. Spano, Notary Public.

ances, the first of which instalments shall be payable on the 16th day of January, 1950, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and owing on the 16th day of August 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms, hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS V. H. Washabaugh

Claude M. Cage (Seal)

WITNESS V. H. Washabaugh

Myrtle V. Cage (Seal)

STATE OF MARYLAND CITY/COUNTY OF Cumberland/Allegany TO WIT:

I HEREBY CERTIFY that on this 16th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Cage, Claude M. & Myrtle V. his wife, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared Elmer I. Pearson Agent for the within named Mortgagee and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Vernice L. Hopwood, Notary Public.

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Harry A. Pitzer, et al., Trustees

Deed of Release.

To

Filed and Recorded January 3rd 1950 at 10:10 A. M.

Evitts Creek Land & Improvement Company, a corp.

THIS INDENTURE, Made this 5th day of April, 1948, by Harry A. Pitzer, George Henderson and Charles G. Holzshu, all of Allegany County, Maryland, Trustees as herein set forth.

WHEREAS, The Evitts Creek Land and Improvement Company, a corporation duly created and organized under the laws of the State of Maryland, by Mortgage Deed of Trust, dated January 1, 1939, and recorded among the Mortgage Records of Allegany County, Maryland, in Mortgage Liber 145, Folio 602, to secure an issue of its Four and One-Half per cent. (4-1/2%) Mortgage and Refunding Bonds, in the aggregate amount of Twenty-Five Thousand Dollars (\$25,000.00), maturing twenty (20) years after date, did grant, bargain and sell, assign, set over, release, convey and confirm unto Harry A. Pitzer, George Henderson and Charles G. Holzshu, as Trustees, and their successors in the Trust thereby created, all and singular, the lands and properties in said Mortgage Deed of Trust described and mentioned and situate in Allegany County, Maryland; and

WHEREAS, the said The Evitts Creek Land and Improvement Company did issue its aforesaid Bonds mentioned and described in the aforesaid Mortgage or Deed of Trust, and since the issue thereof, has well and truly paid all of the sums of money as provided by the said Bonds and the coupons thereto attached; and has well and truly kept and performed all of the covenants, agreements and undertakings in and by said Mortgage or Deed of Trust assumed and required to be kept and performed, according to the true intent and meaning thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the said Harry A. Pitzer, George Henderson and Charles G. Holzshu, Trustees, have granted, bargained and sold, released, conveyed, assigned, transferred and set over, and by these presents do grant, bargain and sell, release, convey, assign, transfer and set over unto The Evitts Creek Land and Improvement Company, its successors and assigns, forever, all and singular the lands and properties, rights and interests and all other properties of every kind, description and character whatsoever in said Mortgage or Deed of Trust, dated January 1, 1939, and recorded in Liber 145, Folio 602, one of the Land Records of Allegany County, Maryland.

TO HAVE AND TO HOLD unto the said The Evitts Creek Land and Improvement Company, its successors and assigns, free and discharged from all and every trust and lien contained in or imposed by said Mortgage or Deed of Trust, to the end that said Mortgage or Deed of Trust may be forever released and discharged.

WITNESS the hands and seals of the said Harry A. Pitzer, George Henderson and Charles G. Holzshu, Trustees, the day and year first above written.

Witness as to all:

William A. Gunter	Harry A. Pitzer	(SEAL)
	George Henderson	(SEAL)
	Charles G. Holzshu	(SEAL)
	Trustees.	

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of April, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Harry A. Pitzer, George Henderson and Charles G. Holzshu, Trustees, and did each acknowledge the foregoing Deed of Release to be their respective act and deed.

WITNESS MY HAND AND Notarial Seal.

(Notarial Seal)

My Commission Expires May 2, 1949.

Josephine M. McVicker, Notary Public

G. William Bibby, et al., Trustees.

Deed of Release.

To

Filed and Recorded January 3rd 1950 at 10:10 A. M.

Evitts Creek Land & Improvement Company, Inc.

THIS DEED OF RELEASE, Made this 31st day of December, 1949, by G. William Bibby, William S. Jenkins and Douglas R. Bowie, all of Allegany County, Maryland, Trustees as herein set forth, WITNESSETH:

WHEREAS, The Evitts Creek Land and Improvement Company, (whose correct corporate name is Evitts Creek Land and Improvement Company, Incorporated) a corporation duly created and organized under the laws of the State of Maryland, by a bond indenture dated April 15, 1948, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 209, Folio 562, and given to secure an issue of its four and one-half per cent (4½%) mortgage bonds in the aggregate amount of Fifty-Five Thousand Dollars (\$55,000.00) maturing twenty years after date, did grant, bargain and sell, assign, set over, release, convey and confirm unto the aforesaid G. William Bibby, William S. Jenkins and Douglas R. Bowie, as Trustees, and their successors in the trust thereby created, all and singular the lands and properties in said bond mortgage described and mentioned and situated in Allegany County, Maryland; and

WHEREAS, the said The Evitts Creek Land and Improvement Company did issue its aforesaid bonds mentioned and described in the aforesaid bond indenture, and since the issue thereof, has well and truly paid all of the sums of money due under said Bond Indenture on said bonds and the coupons thereto attached, and has paid the full amount both as to principal and interest, needed to retire all of the bonds issued under said bond indenture; and has well and truly kept and performed all of the covenants, agreements and undertakings in and by said bond mortgage assumed and required to be kept and performed, according to the true intent and meaning thereof; and

WHEREAS, under the terms and provisions of said bond indenture, the said Trustees were authorized, upon the payment in full of all principal and interest due or to become due upon the bonds issued thereunder, to release said bond indenture and to reconvey to said The Evitts Creek Land and Improvement Company all of the lands and properties covered by said

bond indenture;

NOW, THEREFORE, THIS DEED OF RELEASE WITNESSETH:

That for and in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the said G. William Bibby, William S. Jenkins and Douglas R. Bowie, Trustees as aforesaid, do hereby release said bond indenture, and the said Trustees further do hereby grant, bargain and sell, release, convey and assign, transfer and set over unto Evitts Creek Land and Improvement Company, Incorporated, (that being the correct corporate name of The Evitts Creek Land and Improvement Company), its successors and assigns, all and singular, the lands and properties, and the rights and interests of every kind, description and character whatsoever mentioned and described in the aforesaid bond indenture, dated April 15, 1948, and recorded as aforesaid in Mortgage Liber No. 209, folio 562, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Evitts Creek Land and Improvement Company, Incorporated, its successors and assigns, all of the aforesaid lands, properties, rights and interests, free and discharged from all and every trust and lien contained in or imposed by said bond indenture, to the end that said bond indenture may be forever released and discharged.

IN WITNESS WHEREOF, the said G. William Bibby, William S. Jenkins and Douglas R. Bowie, Trustees as aforesaid, have executed this deed of release the day and year first above written.

Witness as to all:

Ruby M. Yoder,

G. William Bibby (SEAL)

William S. Jenkins (SEAL)

Douglas R. Bowie (SEAL)
Trustees.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 31st day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared G. William Bibby, William S. Jenkins and Douglas R. Bowie, Trustees under the bond indenture named in the foregoing instrument, and did each acknowledge the foregoing deed of release to be their respective act and deed as said Trustees.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruby M. Yoder, Notary Public.

Evitts Creek Land & Improvement Company, Inc.

Mortgage.

To

Filed and Recorded January 3rd 1950 at 3:00 P. M.

(Stamps \$44.00).

Liberty Trust Company of Cumberland, et al.

THIS MORTGAGE, Made this 14th day of October, 1949, by and between Evitts Creek Land and Improvement Company, Incorporated, a Maryland corporation, sometimes hereinafter called Mortgagor, of the first part, and The Liberty Trust Company, a Maryland corporation, The First National Bank of Cumberland, and The Second National Bank of Cumberland, both national banking

institutions, all hereinafter sometimes called Mortgagees, of the second part, WITNESSETH:

WHEREAS, said Mortgagor stands indebted unto said Mortgagees in the full and just sum of Forty-Thousand Dollars (\$40,000.00), of which sum Twenty Thousand Dollars (\$20,000.00) is owed to The Liberty Trust Company as evidenced by the promissory note of said Mortgagor for said amount made payable to said The Liberty Trust Company, Ten Thousand Dollars (\$10,000.00) is owed to The First National Bank of Cumberland as evidenced by the promissory note of said Mortgagor for said amount made payable to said The First National Bank of Cumberland, and Ten Thousand Dollars (\$10,000.00) is owed to The Second National Bank of Cumberland as evidenced by the promissory note of said Mortgagor for said amount made payable to said The Second National Bank of Cumberland, and

WHEREAS, said three notes bear even date with these presents and are payable to the respective holders thereof in installments of not less than one-fortieth of the principal of each of said notes every three months, accounting from the date hereof, with interest at four per centum (4%) per annum payable quarterly on all unpaid balances, due on said notes, also accounting from the date hereof, such payments to be made at the respective principal offices of said Mortgagees in Cumberland, Maryland, and to be continued until all of said notes and all interest due thereon have been paid in full, with the right to said Mortgagor to make additional payments of principal on any interest date, and

WHEREAS, all of said notes and the debts represented thereby are equally and ratably secured by this mortgage, and all payments made thereon by said Mortgagor are to be proportionately equal so that none of said Mortgagees shall receive any greater proportion of its note than the others, and

WHEREAS, the borrowing of said Forty Thousand Dollars (\$40,000.00) from the aforesaid mortgagees and the giving of a mortgage on all the real estate and personal property of the Mortgagor, including after-acquired property, to secure such loan, was duly authorized by a resolution of the Board of Directors of the Mortgagor unanimously adopted at a special meeting of said Board of Directors held on August 5, 1949, and was duly approved by a vote of more than two-thirds of the stockholders present or represented at a special meeting of stockholders called to take action thereon and held on August 29, 1949, so that both the Board of Directors and the stockholders of said Mortgagor have duly authorized the making and securing of said loan as heretofore set forth.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mortgagor does hereby give, grant, bargain and sell, release, convey and confirm unto the said Mortgagees, their successors and assigns, the following property, to-wit:

FIRST: All that tract or parcel of land conveyed to the Evitts Creek Land and Improvement Company by William H. Johnson and Margaret Johnson, his wife, by deed dated July 18, 1919, and recorded among the Land Records of Allegany County, in Liber 128, Folio 390, and described as follows, to-wit:

BEGINNING for the same at a point on the third line of a tract of land conveyed by William L. Lamar, Trustee, to William W. Hinkle by deed dated the 3rd day of February, 1848, and recorded among the Land Records of aforesaid Allegany County, in Liber No. 4, Folio 70, and 40 feet North of the Northerly edge of Evitts Creek where it is intersected by the Southerly side of the new road (connecting the Neal Road with the Baltimore Pike) and on the bank of Janneys Mill Race at a stone marked H. & H. (now gone) planted at the end of the third line of

a part of the aforesaid Hinkle tract, conveyed by him to John and Jasper Huff by deed dated the 2nd day of February, 1850, and recorded among the aforesaid Land Records in Liber No. 6, Folio 39 (now owned by Mrs. Mary Hammersmith) and running thence with the lines of Huff's part of the Hinkle tract, as corrected by magnetic variation, South 59 degrees 30 minutes West 132 feet, South 68 degrees 00 minutes West 214-5/10 feet, South 56 degrees 30 minutes West 528 feet South 52 degrees 30 minutes West 280-5/10 feet, South 50 degrees 30 minutes West 284-6/10 feet South 46 degrees 30 minutes West 462 feet, South 30 degrees 00 minutes West 227 feet to intersect the given line of the aforementioned Hinkle tract, it being also at a point on the ninth line of the deed from Marcellus Martin, Executor to Mark A. Dircks, dated the 20th day of July, 1912, and recorded in Liber 110, Folio 402, thence reversing said ninth line as corrected by magnetic variation, and also with part of the given line of the Hinkle tract reversed, crossing Evitts Creek, South 44 degrees 00 minutes East 1040 feet to the end of the eighth line of the aforesaid Mary A. Dircks deed, thence leaving the Hinkle tract and reversing the eighth line of the Dircks deed as corrected by magnetic variation and to call, crossing Evitts Creek, South 4 degrees 30 minutes East 392 feet to a point on the high bank on the Southerly side of Evitts Creek, pointed out by Paul Dircks as the beginning of said eighth line and on the division fence between said Dircks Farm and the farm belonging to William A. Pfeiffer, and running thence down the Southerly side of Evitts Creek with the Pfeiffer Farm, South 25 degrees 00 minutes East 47 feet, South 47 degrees 45 minutes East 558 feet, South 65 degrees 00 minutes East 297 feet, crossing over a high cliff of rocks known as the "Jordan Rock," South 76 degrees 30 minutes East 66 feet, thence leaving the Pfeiffer Farm, North 88 degrees 10 minutes East 535 feet to a large bounded Sycamore Tree on the Northerly Bank of Evitts Creek at the ford over same, thence South 31 degrees 30 minutes East 123-5/10 feet to a point on a small island and on the Easterly edge of the main branch of Evitts Creek, thence down and with the Easterly edge of the main branch of Evitts Creek, taking in said island, South 30 degrees 40 minutes West 195-5/10 feet, South 16 degrees 30 minutes East 125 feet, South 37 degrees East 153-5/10 feet, South 13 degrees 30 minutes East 121-5/10 feet, to the Southerly point of said island, thence South 19 degrees 10 minutes East 123-5/10 feet to the Easterly edge of Evitts Creek again, and with it South 0 degrees 10 minutes East 200 feet to the end of the fourth line of the aforementioned Hinkle tract conveyed by William L. Lamar, Trustee, to William W. Hinkle, thence reversing the fourth and part of the third lines thereof as corrected by magnetic variation, North 85 degrees 45 minutes East 1938-3/4 feet to a chestnut oak tree anciently marked and being one of the original trees called for at the end of the third line of the Hinkle tract, the other tree having been cut down, thence North 32 degrees 30 minutes West 1857 feet to a large White Oak tree standing on aforesaid third line at the end of the seventh line of part of the Hinkle tract, conveyed by Catherine McKay to Amos Lashley, et ux., by deed dated the 12th day of August, 1903, and recorded among the aforesaid Land Records in Liber 93, Folio 304, thence reversing the lines thereof as corrected by magnetic variation South 75 degrees 35 minutes West 689-7/10 feet North 61 degrees 00 minutes West 447-48/100 feet North 21 degrees 55 minutes East 321-3/4 feet, North 24 degrees 15 minutes East 23 feet to the end of the third line of another part of said Hinkle tract, conveyed by Leroy Chaney, et ux., to Amos Lashley, et ux., by deed dated the 26th day of February, 1904, and recorded among the aforesaid Land Records in Liber No. 95,

Folio 60, and running thence reversing said line as corrected by magnetic variations, North 33 degrees 00 minutes West 877-8/10 feet North 31 degrees 00 minutes West 572-55/100 feet, North 51 degrees 45 minutes East 326-7/10 feet to the end of 207-8/10 feet on the second line of the aforementioned part of the Hinkle tract conveyed by Catherine McKay to Amos Lashley, et ux., thence reversing the lines thereof corrected as aforesaid North 40 degrees 40 minutes West 207-8/10 feet, North 57 degrees East 331-65/100 feet to the beginning of said last mentioned deed, it being at a point on the third line of the original Hinkle tract, thence reversing part of said third line as corrected by magnetic variation, North 32 degrees 30 minutes West 164 feet crossing Evitts Creek to the place of beginning.

Containing 128-3/10 acres and being all of the farm conveyed by Leroy Chaney et ux, to William H. Johnson, et ux, by deed dated the 21st day of November, 1904, and recorded in Liber No. 96, Folio 246, also part of the farm conveyed by John N. Oliver, et ux., to William H. Johnson, et ux., by deed dated the 19th day of September, 1910, and recorded in Liber No. 106, Folio 634, said portion hereby intended to be conveyed, being a small strip on the Western Bank of Evitts Creek and known as the island.

SECOND: All that tract or parcel of land conveyed to the Evitts Creek Land and Improvement Company by Arthur H. Hawkins, Trustee, by deed dated July 19, 1919, and recorded among the Land Records of Allegany County, in Liber 128, folio 386, and described as follows, to-wit:

Beginning for the same at a planted stone standing at the end of 2530 feet on the 17th or last line of the M. J. Malamphy Farm conveyed to said Malamphy by James O. S. Hinkle, et al., by deed dated the 15th day of December, 1891, and recorded among the Land Records of aforesaid Allegany County, in Liber No. 71, Folio 264, said stone being also on the third line of the deed from William L. Lamar, Trustee, to William W. Hinkle, dated the 3rd day of February, 1848, and recorded among the aforesaid Land Records in Liber No. 4, Folio 70, said stone was planted for the beginning of a deed from aforementioned M. J. Malamphy et ux to Amos Lashley, et ux., dated the 3rd day of October, 1905, and recorded among aforesaid Land Records in Liber No. 98, Folio 90, and running thence with the lines thereof as corrected by magnetic variation, North 26 degrees 45 minutes East 85-8/10 feet to a double white oak sapling marked with 3 notches each North 7 degrees 00 minutes West 77-22/100 feet to a small double white oak marked with 3 notches each, standing on the South edge of a small ravine leading to Evitts Creek, thence with the edge of said ravine North 54 degrees 10 minutes East 171-5/10 feet to a red oak sapling standing on the South Bank of Evitts Creek, thence down and binding on said Creek north 34 degrees West 170-28/100 feet to a small bounded white oak, North 40 degrees 45 minutes West 153-78/100 feet to a large black oak tree North 40 degrees 15 minutes West 124-74/100 feet, North 27 degrees 00 minutes West 201-3/10 feet to five white oak saplings growing from a stump, North 22 degrees 15 minutes West 154-44/100 feet to a large white oak tree marked with three notches, North 29 degrees 35 minutes West 143-22/100 feet to a large bounded white oak tree, North 31 degrees 40 minutes West 373-56/100 feet to a double white oak sapling North 36 degrees 20 minutes West 68-64/100 feet to a wild cherry tree marked with 3 notches, North 30 degrees 35 minutes West 306-24/100 feet, to a large sycamore tree marked with 3 notches, thence leaving Evitts Creek, and still with said deed South 64 degrees 55 minutes West 287 feet to a point on the original line of the Malamphy and Hinkle deeds aforesaid, and 60 feet South of the Southerly edge of Evitts Creek, it being the beginning of a deed from Catherine McKay to Amos Lashley et ux, dated the 12th day of August, 1903, and recorded among the aforesaid Land Records in Liber No. 93, Folio 304, thence with the first line and part of

the second lines thereof as corrected by magnetic variation South 57 degrees West 331-65/100 feet, South 40 degrees 40 minutes East 207-8/10 feet, to a planted stone marked with the letter "L" standing at the beginning of a deed from Leroy Chaney et ux. to Amos Lashley et ux., dated the 26th day of February, 1904, and recorded among the aforesaid Land Records in Liber 95, Folio 60, thence with the first, second and third lines thereof as corrected by magnetic variation South 51 degrees 45 minutes West 326-7/10 feet to a planted stone marked with the figure "1" then South 31 degrees 00 minutes East 572-55/100 feet to a planted stone marked with the figure "2" then South 83 degrees 00 minutes East 877-8/10 feet to the fourth line of the aforementioned deed from Catherine McKay to Amos Lashley et ux., dated the 12th day of August, 1903, and recorded in Liber 93, Folio 304, thence with the line thereof as corrected by Magnetic Variation South 24 degrees 15 minutes West 23 feet to the end of said fourth line South 21 degrees 55 minutes West 321-75/100 feet, South 61 degrees 00 minutes East 447-48/100 feet, North 75 degrees 35 minutes East 689-7/10 feet to a large white oak tree standing on the original line of the Malamphy Hinkle deeds aforesaid, thence with said line and with part of the eighth line of the deed from Catherine McKay to Amos Lashley et ux., North 32 degrees 30 minutes West 673 feet to the place of beginning.

Containing 45-7/100 acres and being all of the three following tracts of land:

- (1) - Catherine McKay to Amos Lashley, et ux., deed dated the 12th day of August, 1903, and recorded in Liber No. 93, Folio 304;
- (2) - Leroy Chaney, et ux. to Amos Lashley, et ux., deed dated the 26th day of February, 1904, and recorded in Liber 95, Folio 60;
- (3) - M. J. Malamphy et ux. to Amos Lashley et ux., deed dated the 3rd day of October, 1905, and recorded in Liber 98, Folio 90.

Being also the same pieces or parcels of ground which were conveyed by Amos Lashley and Margaret Lashley, his wife, to Arthur H. Hawkins, Trustee, by deed dated the 24th day of June, 1919, and recorded in Liber No. 128, Folio 199, one of the Land Records of Allegany County aforesaid.

THIRD: All that tract or parcel of land conveyed to the Evitts Creek Land and Improvement Company by Arthur H. Hawkins, Trustee, by deed dated July 19, 1919, and recorded among the Land Records of Allegany County, in Liber 128, Folio 388, and described as follows:

First parcel: Beginning for the same at a point on the Westerly side of the County Road known as the Neal Road, said point being at the intersection of said Neal Road, with the Christy Road and running thence with the line fence between the land of said Malamphy and the Land of Rice, North 82-3/4 degrees West 262-1/2 feet, thence North 82-1/2 degrees West 128 feet to a red oak tree, thence with a fence, North 10 degrees 50 minutes East 85 feet to a line fence between the land of said Malamphy and the land of Nave, thence with the said fence North 87 degrees 10 minutes West 207 feet to red oak tree marked with three notches then leaving said fence, South 7 degrees East 343 feet to a red oak, thence South 46-1/2 degrees East 25 feet to a red oak sapling growing from a stump then South 7 degrees 50 minutes East 36 feet to a point on the Easterly side of the Neal Road thence with said road North 86-1/4 degrees East 200 feet North 79-1/2 degrees East 100 feet North 61-1/2 degrees East 171 feet, North 34-1/2 degrees 114 feet to the place of beginning.

Excepting, however, such parts of the said Neal Road as are included in the foregoing metes and bounds. Containing 2-65/100 acres.

Second parcel, including 40 foot right-of-way; Beginning for the same at a large

Sycamore tree marked with 3 notches standing on the South side of Evitts Creek and at the end of the twelfth line of that part of the Malamphy Farm conveyed by M. S. Malamphy et ux. to Amos Lashley et ux., by deed dated October 3, 1905, and recorded among the Land Records of aforesaid Allegany County in Liber No. 98, Folio 90, and running thence with the thirteenth and last line thereof as corrected by magnetic variation South 64 degrees 55 minutes West 287 feet to a point on the seventeenth line of the Malamphy Farm, it being also the third line of the Hinkle tract, thence with said line North 32 degrees 30 minutes West 165 feet crossing Evitts Creek to the Southerly edge of the New Road (connecting the Neal Road with the Baltimore Pike) thence with the South edge of said New Road North 59 degrees 30 minutes East 40 feet, thence South 32 degrees 30 minutes East 100 feet, crossing Evitts Creek again to a point on the South edge thereof, thence up and with the South edge of Evitts Creek North 61 degrees 20 minutes East 247 feet to a large Sycamore tree marked with 3 notches South 36 degrees 20 minutes East 65 feet to another large Sycamore tree marked with three notches at the place of beginning.

Containing 1/2 acre.

It being all of the property conveyed by M. S. Malamphy et ux, to Mary C. Lyons, by deed dated the 21st day of January, 1915, and recorded in Liber No. 116, Folio 14.

It being also the same piece or parcel of ground which was conveyed by Mary E. Lyons (widow) to Arthur H. Hawkins, Trustee, by deed dated the 24th day of June, 1919, and recorded in Liber No. 128, Folio 203, one of the Land Records of Allegany County.

FOURTH: All that tract or parcel of land conveyed to the Evitts Creek Land and Improvement Company by John Paul Dircks and Barbara E. Dircks, his wife, by deed dated November 21, 1933, and recorded in Liber 170, Folio 158, one of the Land Records of Allegany County, Maryland, and described as follows:

All that lot, piece or parcel of land situate, lying and being in Election District Number 22 of Allegany County, State of Maryland, and which is described as follows, to-wit:

Beginning for the same at an iron pipe driven in the ground on a high bank on the Southerly side of Evitts Creek, it being the beginning of the 8th line (as pointed out by Paul Dircks) of the deed from Marcellus Martin, Executor to Mary A. Dircks, dated July 20, 1912, and recorded in Liber No. 110, Folio 403, one of the Land Records of said Allegany County, and running thence with said 8th line as corrected by variation and to call, North 4 degrees 14 minutes West 391.3 feet, crossing Evitts Creek to an iron pipe driven in the ground; thence with part of the 9th line of said deed, as corrected by variation and to call, North 43 degrees 18 minutes West 949.6 feet, crossing Evitts Creek to an iron pipe driven in the ground on the westerly side of said Evitts Creek; thence leaving the lines of said deed and running through the aforementioned Dircks property South 5 degrees 05 minutes West 106.6 feet to an iron pipe driven in the ground on the Westerly side of said Evitts Creek South 36 degrees 48 minutes East 78.7 feet to a chestnut oak tree 12 notches on the Southerly side of said Evitts Creek; thence continuing down said Evitts Creek and along the high bank on the Southerly side thereof, South 23 degrees 24 minutes East 174.9 feet to a chestnut oak tree 12 notches South 48 degrees 38 minutes East 220 feet to a black oak tree 12 notches South 44 degrees 16 minutes East 177.9 feet to an ironwood sapling, 12 notches South 38 degrees 27 minutes East 74.3 feet to a maple sapling, 12 notches, South 34 degrees 12 minutes East 133.3 feet to an elm tree, 12 notches South 27 degrees 40 minutes East 350.5 feet to the place of beginning. Containing 3.07 acres. Bearings refer to the magnetic meridian of 1933 and distances are measured

horizontally.

Subject, however, to the right of the said parties of the first part, John Paul Dircks and Barbara E. Dircks, his wife, grantors therein, to water their horses, cows and other live stock at Evitts Creek where it passes through the land hereby conveyed.

FIFTH: All the right, title and interest of the Company in and to a certain right-of-way agreement between it and Arthur H. Hawkins, et ux., dated May 10, 1920, and recorded in Liber 133, Folio 103, one of the Land Records of Allegany County.

SIXTH: All the right, title and interest of the Company in and to a certain right-of-way agreement between it and Joseph Hammersmith, et al., dated April 30, 1920, and recorded in Liber 133, Folio 105, one of the Land Records of Allegany County.

EXCEPTING, however, all that tract of land which was included in the lines of the foregoing deeds, but which has since been conveyed by the Evitts Creek Land and Improvement Company, et al., to William F. Welch, by deed dated March 29, 1920, and recorded in Liber 132, Folio 348, one of the Land Records of Allegany County.

The above conveyances made to The Evitts Creek Land and Improvement Company were intended to be and actually were made to Evitts Creek Land and Improvement Company, Incorporated, this latter name being the correct corporate name of the Corporation which acquired all of said properties.

TOGETHER with all buildings and improvements upon any of the lots of ground and premises hereinbefore described or hereby intended to be conveyed; and all the rights, appurtenances and privileges in any manner appertaining or belonging unto the same, or any part thereof as well as all the physical property of the Company, including all present and after-acquired real estate, club equipment and furniture purchased prior to January 1, 1951, To effectuate a lien upon the aforescribed club equipment and furniture purchased to January 1, 1951, said Company agrees to execute and deliver, immediately upon the acquisition of such after-acquired personal property, to said Mortgagees such supplemental chattel mortgages as may from time to time be necessary to give the aforesaid Mortgagee a first lien thereon. Upon the execution and delivery of such supplemental chattel mortgage or mortgages, same shall become subject to all the terms and provisions of this mortgage, and shall be considered as additional security for the debt secured hereby.

TO HAVE AND TO HOLD all and singular the property hereby mortgaged and pledged, and any and all other property of any kind and nature that by virtue of any provision hereof may hereafter become subject to this mortgage, to the said Mortgagees, their successors and assigns, forever.

PROVIDED, that if the said Mortgagor, its successors and assigns, do and shall pay to the said Mortgagees, their successors and assigns, the aforesaid sum of Forty-Thousand Dollars (\$40,000.00), together with the interest thereon, in the manner and at the times as above set forth, without any preference of any of said Mortgagees over any of the others, and in the meantime does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said mortgagor hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the Mortgagor shall not pay all of said taxes, assessments and public

liens as and when the same become due and payable, the Mortgagees shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagees, their successors or assigns, or any of them, or William M. Somerville, William C. Walsh and Walter C. Capper, their duly constituted attorneys and agents, or any of them, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party or parties selling or making said sale; secondly, to the payment of all moneys owing under this mortgage to the mortgagees in proportion to their respective interests therein as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagor, its successors or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, its successors or assigns.

And the said Mortgagor further covenants to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their successors or assigns, the improvements on the hereby mortgaged property to the amount of at least forty-thousand dollars (\$40,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the Mortgagees, their successors or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees in an amount equal to their respective interests therein.

IN WITNESS WHEREOF, the said Evitts Creek Land and Improvement Company, Incorporated, has caused this mortgage to be signed by its president and its corporate seal attached, attested by its secretary the day and year aforesaid.

(Corporate Seal)

EVITTS CREEK LAND AND IMPROVEMENT COMPANY,
INCORPORATED

Attest:

A. Carlson,
Secretary.

By W. A. Douglas,
Its President.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of October, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William A. Douglas, president of Evitts Creek Land and Improvement Company, Incorporated, and did acknowledge the foregoing mortgage to be the act and deed of the said Evitts Creek Land and Improvement Company, Incorporated; and at the same time, before me, also appeared Charles A. Piper, president of The Liberty Trust Company, a corporation, H. A. Fitzer, President of The First National Bank of Cumberland, a corporation, and Joseph M. Naughton, president of The Second National Bank of Cumberland, a corporation, the within named Mortgagees, and made oath

in due form of law that the consideration of the said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Josephine M. McVicker, Notary Public.

Evitts Creek Land and Improvement Company, Inc.

Bond Mortgage

To

Filed and Recorded January 3" 1950 at 3:05 P. M.
(Stamps \$93.50).

G. William Bibby, et al., Trustees.

THIS INDENTURE, Made this 15th day of October, 1949, by and between Evitts Creek Land and Improvement Company, Incorporated, a corporation duly organized and existing under the laws of the State of Maryland, and hereinafter called the "Company," party of the first part, and G. William Bibby, Douglas R. Bowie and George L. Buchanan, all of the City of Cumberland, Maryland, hereinafter called "Trustees," parties of the second part, WITNESSETH:

WHEREAS, the Company is a corporation duly incorporated as above set forth and authorized to purchase, own, hold and operate real estate and other forms of property, real, personal and mixed, for the purposes of its business, and to borrow money for the purposes of the Company, and to mortgage its property to secure the payment of its loans and debts; and

WHEREAS, the Company desires to borrow the sum of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00), and to use Eighty-Five Thousand Dollars (\$85,000.00) of said loan in making capital improvements upon its property hereinafter described, and to use the remaining Forty Thousand Dollar (\$40,000.00) balance of said loan for the purpose of paying off the Forty Thousand Dollar (\$40,000.00) first mortgage on the property of the company hereinafter described given to The Liberty Trust Company, The First National Bank of Cumberland, Maryland, and The Second National Bank of Cumberland, Cumberland, Maryland, dated October 14, 1949, and for the purposes aforesaid, is about to make and issue its mortgage bonds of the form, tenor and effect hereinafter set forth, in the aggregate amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00); and

WHEREAS, for the purpose of authorizing such bonds and the execution of a mortgage and deed of trust to secure the same, a special meeting of the Board of Directors of said Company, at which a quorum was present, was duly held at the Locker Lounge Room of the Cumberland Country Club in Allegany County, Maryland, on August 5, 1949, and at said meeting the following resolution was unanimously passed by said Board of Directors:

"RESOLVED, By the Board of Directors of Evitts Creek Land and Improvement Company, Incorporated, that it is advisable that this Company borrow the total sum of \$125,000.00 for the purpose of erecting and equipping a new Club House on the Company's property, and that all the physical property of the company, including all present and after-acquired club equipment and furniture purchased prior to January 1, 1951, be pledged by way of Mortgages or deeds of Trust to secure the payment of such loan. This Board advised and recommends that the said sum of \$125,000.00 be obtained and secured in the following manner:

1. That this Company give a first mortgage in the amount of not more than \$40,000.00 to The Liberty Trust Company, The First National Bank of Cumberland, and The Second National Bank of Cumberland, or to a Trustee or Trustees representing said three banks or such of them as wish to participate in said mortgage, to secure a loan of not more than \$40,000.00, payable over a period of ten years, with interest at 4 per cent.

2. That a second mortgage or deed of trust to secure a total of \$125,000.00 of bonds shall be placed upon the real estate and other physical property of Evitts Creek Land and Improvement Company, Incorporated, with the provisions that not more than \$85,000.00 of the proceeds of the sale of said bonds shall be used for erecting and equipping said Club House, and the balance of such proceeds shall be used solely to reduce the principal of the bank loan authorized in the preceding paragraph of these resolutions. Said bonds shall be sold at not less than par and shall be payable over a period of twenty years, with the interest due on each bond to be paid at the time each bond is redeemed, and all bonds redeemed during the first five years shall bear interest at the rate of 1 per cent per annum; all bonds redeemed during the second five years shall bear interest at 1 per cent. per annum for the first five years and 2 per cent per annum thereafter; all bonds redeemed during the third five years shall bear interest at 1 per cent. per annum for the first five years, 2 per cent per annum for the next five years and 2-1/2 per cent per annum thereafter; and all bonds redeemed thereafter shall bear interest at the same rates for the first fifteen years, and 3 per cent per annum thereafter.

3. The principal of the loans authorized by the preceding two paragraphs of this resolution shall be amortized as follows:

Six Thousand dollars shall be paid each year for the first five years, of which \$4,000.00 annually shall be paid on the first mortgage bank loan until said loan is paid in full.

Seven Thousand Dollars shall be paid each year for the second five years, of which \$4,000.00 annually shall be paid on the first mortgage bank loan until said loan is paid in full.

Any balances of said annual payments not required for the foregoing payments on said bank loan shall be used to annually retire bonds issued under said bond mortgage.

Six thousand dollars shall be paid each year for the next ten years, all of which shall be used to retire bonds issued under said bond mortgage.

The bonds to be retired each year shall be selected by lot by the Trustees named in said bond mortgage, or their successors.

Should there be a default in any year in the payment of the \$4,000.00 annual payment to be made on the aforesaid bank mortgage, no bonds issued under the bond mortgage shall be retired until such default has been remedied, it being the intention of these resolutions that not less than \$4,000.00 be paid each year on said bank loan during the first ten years, and that no bonds shall be paid when there is any default in such payment or any of them.

Payments in excess of those herein provided for may be made in any year if funds for such excess payments are available, but no bonds in excess of the amounts herein provided for shall be paid in any one year unless and until said bank loan has been paid in full. Should any default occur in any year in the payment of the bonds herein provided for, such default shall continue until said bank loan has been paid in full, but can thereafter be remedied to

the extent that funds are available.

RESOLVED FURTHER, That a sinking fund be provided to take care of the interest and principal payments on the aforesaid first mortgage to the banks, and to take care of the payments of principal and interest to be made on the bonds secured by the aforesaid second mortgage or deed of trust.

BE IT FURTHER RESOLVED, That the Officers of this Company be authorized to execute and deliver mortgages or deeds of trust upon all of the Company's real estate and physical property to secure the repayment of the aforesaid loans, the form of said mortgages or deeds of Trust, the forms of the bonds secured by the second mortgage or deed of trust, and the terms, provisions and conditions of the aforesaid loans to be decided upon and determined by the Board of Directors of this Company, provided, however, that said provisions, terms and conditions shall not be inconsistent with the terms and provisions of this resolution; and that said Board of Directors and the Officers of this Company be given full authority to execute any and all papers and do any and all things deemed by them to be necessary or advisable in connection with the placing of said loans, the sale of said bonds, and the provisions for the repayment of the same.

BE IT STILL FURTHER RESOLVED, That the President of the Company be, and he is hereby authorized and directed to call a special meeting of the stockholders of Evitts Creek Land and Improvement Company, Incorporated, for 8 o'clock P. M., on Monday, August 29, 1949, at the Locker Lounge Room of the Cumberland Country Club in Allegany County, Maryland, to take action on this resolution.

AND BE IT STILL FURTHER RESOLVED, That the proper Officers of Evitts Creek Land and Improvement Company, Incorporated, be, and they are hereby authorized to pay off the present outstanding bonds of said Company, including all interest due to the date of payment, from the proceeds of the fire insurance paid the Company, as a result of the destruction of the Club House by fire, on the 15th day of September, 1949.

AND BE IT STILL FURTHER RESOLVED, That the Trustees under the present bond mortgage be, and they are hereby authorized and requested to pay off the bonds now outstanding under the present bond mortgage, such payment to be made in cash from the proceeds of the fire insurance received, as a result of the destruction of the Club House by fire, on the 15th day of September, 1949, or by exchanging at par for such outstanding bonds, bonds in equal amount to be issued under the bond mortgage herein provided for.

AND BE IT STILL FURTHER RESOLVED, That pending payment of the aforesaid loans, the Board of Directors shall not authorize or expend for capital expenditures any sum exceeding \$500.00 without the written consent of the Trustees to be named in said bond mortgage."

AND WHEREAS, thereafter at a special meeting of the stockholders of said Company, duly called and held at the locker lounge room of the Cumberland Country Club in Allegany County, Maryland, on August 29, 1949, whereat a quorum was present, the aforesaid resolution adopted by said Directors was adopted by said stockholders by more than a two-thirds vote of the stockholders present and represented at said meeting and spread upon the records of the Company; and

WHEREAS, at a special meeting of the Board of Directors of said Company held on the 14th day of October, 1949, whereat all Directors were present, the said Board resolved that a mortgage and deed of trust conveying all of the property hereinafter described to G. William Bibby, Douglas R. Bowie and George L. Buchanan, as Trustees, be executed upon the part of this Company, and be duly recorded so as to secure said issue of bonds, and further resolved that

this draft of said mortgage and deed of trust which had been submitted to said meeting be ratified and approved, and that the execution of such mortgage and deed of trust in the form aforesaid be, and the same was approved, and the execution of the same by the proper officers of the Company was authorized and directed, and at the aforesaid meeting, the proper officers of the Company were further authorized and empowered to take such steps and to perform all such acts as may be deemed necessary or proper for the purpose of making valid such issue of bonds and securing the same by the execution of a mortgage and deed of trust, and to sell, dispose of and issue said bonds at not less than the par value thereof, and apply the proceeds of the sale of the first Eighty-Five Thousand Dollars of said bonds for the making of capital improvements on the property of the Company hereinafter described, and to apply all of the proceeds of any part of the remaining Forty Thousand Dollars of said bonds that may be sold to the reduction of the aforesaid Forty Thousand Dollar first mortgage given by said Company to The Liberty Trust Company, et al, and dated October 14, 1949; and

WHEREAS, at the aforesaid meeting of the Board of Directors of said Company held on October 14, 1949, it was further resolved that said bonds consist of twelve hundred and fifty (1250) separate bonds in the amount of One Hundred Dollars (\$100.00) each, to be numbered consecutively from 1 to 1250, to be dated October 15, 1949, and bearing interest at the rates hereinafter set forth and stated in the resolution adopted at the special meeting of the stockholders held on August 29, 1949; and

WHEREAS, the bonds so to be issued and intended to be secured by this Indenture consist, as above set forth, of twelve hundred and fifty (1250) bonds of the principal sum of One Hundred Dollars (\$100.00) each, all dated October 15, 1949, and bearing interest at the rate of 1% per annum on all bonds redeemed during the first five years, and bearing interest on all bonds redeemed during the second five years at the rate of 1% per annum for the first five years and 2% per annum thereafter, and bearing interest on all bonds redeemed during the third five years at 1% per annum for the first five years, 2% per annum for the next five years, and 2½% per annum thereafter, and bearing interest on all bonds redeemed after the first fifteen years at the aforesaid rates for the first fifteen years and at 3% per annum thereafter, such interest to be payable at the time each bond is redeemed or payable and all of said bonds maturing, as to the principal thereof, on the 15th day of October, 1969, with the right reserved to said Company to redeem all or any of said bonds on October 15, in any year before maturity at par, together with all accrued interest to the date or dates of redemption, upon notice as hereinafter provided; and

WHEREAS, the Company is obligated, except as hereinafter provided, to redeem not less than Two Thousand Dollars (\$2,000.00) principal amount of said bonds, plus interest to the date of redemption, in each year of the first five years of this Indenture, accounting from the date of this Indenture, is obligated to redeem not less than Three Thousand Dollars (\$3,000.00) principal amount, plus interest to the date of redemption, of said bonds in each year during the second five years, accounting from the date of this Indenture, and is obligated to redeem not less than Six Thousand Dollars (\$6,000.00) principal amount of said bonds, plus interest to the date of redemption, in each year during the next succeeding ten years, all as provided in the aforesaid resolution adopted at the special meeting of the stockholders of said company held on August 29, 1949, the bonds to be retired in each year to be selected by lot by the Trustees named in this Indenture, or their successors, as also provided in the last mentioned resolution and this Indenture; and

WHEREAS, the form of each of said bonds and the Trustees' Certificate to be endorsed thereon are substantially as follows:

(FORM OF BOND)
UNITED STATES OF AMERICA,
STATE OF MARYLAND,

\$100.00

No. _____

EVITTS CREEK LAND AND IMPROVEMENT COMPANY,
INCORPORATED
MORTGAGE BOND

DUE OCTOBER 15, 1969

For Value Received, Evitts Creek Land and Improvement Company, Incorporated, a corporation incorporated under the laws of the State of Maryland, promises to pay to the bearer of this bond the sum of One Hundred Dollars (\$100.00), in lawful money of the United States of America, on the fifteenth day of October, 1969, at the banking house of The First National Bank of Cumberland, in the City of Cumberland, Maryland, together with interest meanwhile at the rate of one per centum per annum during the first five years, two per centum per annum during the second five years, two and one-half per centum per annum during the third five years, and three per centum per annum thereafter, all accounting from October 15, 1949, and payable in lawful money of the United States of America, at the time and place the principal of this bond is paid upon surrender thereof at the place aforesaid.

This bond is one of an authorized issue of twelve hundred and fifty (1250) bonds, aggregating One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) and numbered from one to twelve hundred and fifty, both inclusive, all of like date and tenor; all of said bonds being secured by a mortgage and deed of trust from the said Evitts Creek Land and Improvement Company, Incorporated, to G. William Bibby, Douglas R. Bowie and George L. Buchanan, Trustees, of the City of Cumberland, Maryland, dated October 15, 1949, and conveying to said Trustees the land and personal property described and mentioned in said mortgage, as security for the payment of the principal and interest of said mortgage debt of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) and the aforesaid bonds representative thereof, of which this bond is one. Reference to said mortgage and deed of trust, which is recorded among the Mortgage Records of Allegany County, Maryland, is hereby made, and said mortgage and deed of trust and said bonds issued pursuant thereto, of which this is one, are junior to a ten-year first mortgage for Forty Thousand Dollars (\$40,000.00) covering the same real and personal property held by certain banks in Cumberland, Maryland, and dated October 14, 1949, and duly recorded among the Mortgage Records of Allegany County, Maryland.

This bond is subject to redemption by said Company on the fifteenth day of October in any year in accordance with the terms, provisions, conditions and notice prescribed in said mortgage and deed of trust, and upon payment of the principal amount hereof and the interest accrued and payable to the redemption date.

This bond is issued pursuant to the aforesaid junior mortgage and deed of trust for One Hundred and Twenty-Five Thousand Dollars (\$125,000.00), and is subject to all the terms, provisions, and conditions thereof, and each holder hereof is bound thereby.

This bond shall not be valid for any purpose until it shall have been identified as one of said issue by the Certificate of the Trustees endorsed hereon.

IN TESTIMONY WHEREOF, Evitts Creek Land and Improvement Company, Incorporated, has caused its corporate seal to be hereunto affixed, attested by its Secretary, and this bond to be signed in the name of its President, as of the fifteenth day of October, 1949.

Attest:
A. Carlson,
Secretary.

EVITTS CREEK LAND AND IMPROVEMENT COMPANY,
INCORPORATED,
By W. A. Douglas, President. (Corporate Seal)

TRUSTEES' CERTIFICATE

THIS IS TO CERTIFY that this bond is one of the bonds secured by the mortgage and deed of trust dated October 15, 1949, mentioned and referred to in said bond.

G. W. Bibby
Douglas R. Bowie
George L. Buchanan,
Trustees.

AND WHEREAS, all acts and proceedings required by law and by the Certificate of Incorporation and the By-laws of the Company, necessary to make the aforesaid bonds, when executed by the Company, authenticated by the Trustees and duly issued, the valid, binding and legal obligations of the Company, and to make this Indenture a valid and binding mortgage and deed of trust on the properties hereinafter described, for the security of said bonds, in accordance with its terms and with the terms of said bonds have been done and performed, and the execution and delivery of this Indenture has been in all respects duly authorized.

NOW, THEREFORE, this indenture witnesseth: That, in order to secure the payment of the principal of and the interest on all of the bonds at any time issued and outstanding under this Indenture, according to their tenor, purport and effect and the performance and observance of all of the covenants and conditions therein and herein contained, and to declare the terms and conditions upon and subject to which the bonds are to be issued, secured and to be received and held, and for and in consideration of the premises and the mutual covenants herein contained and of the purchase and acceptance of the bonds by the holders thereof, and of the sum of One Dollar (\$1.00) lawful money of the United States of America, duly paid to the Company by the Trustees at and before the ensealing and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, Evitts Creek Land and Improvement Company, Incorporated, party of the first part, does hereby execute and deliver this Indenture and has granted, conveyed, assigned, bargained and sold, transferred, delivered, pledged, set over, released and confirmed and by these presents does grant, convey, assign, bargain and sell, transfer, deliver, pledge, set over, release and confirm unto the said G. William Bibby, Douglas R. Bowie and George L. Buchanan, the survivors of them and their successors in the trust hereby created, and their assigns, all its physical personal property and all of the following described parcels of real estate, situate near the City of Cumberland, in Allegany County, Maryland, to-wit:

First: All that tract or parcel of land conveyed to The Evitts Creek Land and Improvement Company by William H. Johnson and Margaret Johnson, his wife, by deed dated July 18, 1919, and recorded among the Land Records of Allegany County, in Liber 128, Folio 390, and described as follows, to wit:

Beginning for the same at a point on the third line of a tract of land conveyed by William L. Lamar, Trustee, to William W. Hinkle by deed dated 3rd day of February, 1848, and recorded among the Land Records of aforesaid Allegany County, in Liber No. 4, Folio 70, and 40 feet North of the Northerly edge of Evitts Creek where it is intersected by the Southerly side of the new road (connecting the Neal Road with the Baltimore Pike) and on the Bank of Janneys Mill Race at a stone marked H. & H. (now gone) planted at the end of the third line of a part of the aforesaid Hinkle tract, conveyed by him to John and Jasper Huff by deed dated the 2nd day of February, 1850, and recorded among the aforesaid Land Records in Liber No. 6, Folio 39 (now owned by Mrs. Mary Hammersmith) and running thence with the lines of Huff's part of the Hinkle tract, as corrected by magnetic variation, South 59 degrees 30 minutes West 132 feet, South 68 degrees 00 minutes, West 214-5/10 feet, South 56 degrees 30 minutes West 528 feet

South 52 degrees 30 minutes West 280-5/10 feet, South 50 degrees 30 minutes West 284-6/10 feet South 46 degrees 30 minutes West 462 feet, South 30 degrees 00 minutes West 227 feet to intersect the given line of the aforementioned Hinkle tract, it being also at a point on the ninth line of the deed from Marcellus Martin, Executor, to Mark A. Dircks, dated 20th day of July, 1912, and recorded in Liber 110, Folio 402, thence reversing said ninth line as corrected by magnetic variation, and also with part of the given line of the Hinkle tract reversed, crossing Evitts Creek, South 44 degrees 00 minutes East 1040 feet to the end of the eighth line of aforesaid Mary A. Dircks deed, thence leaving the Hinkle tract and reversing the eighth line of the Dircks deed as corrected by magnetic variation and to call, crossing Evitts Creek, South 4 degrees 30 minutes East 392 feet to a point on the high bank on the Southerly side of Evitts Creek, pointed out by Paul Dircks as the beginning of said eighth line and on the division fence between said Dircks Farm and the farm belonging to William A. Pfeiffer, and running thence down the Southerly side of Evitts Creek with the Pfeiffer Farm, South 25 degrees 00 minutes East 47 feet, South 47 degrees 45 minutes East 558 feet, South 65 degrees 00 minutes East 297 feet, crossing over a high cliff of rocks known as the "Jordan Rock", South 76 degrees 30 minutes East 66 feet, thence leaving the Pfeiffer Farm, North 88 degrees 10 minutes East 535 feet to a large bounded Sycamore Tree on the Northerly Bank of Evitts Creek at the ford over same, thence South 31 degrees 30 minutes East 123-5/10 feet to a point on a small island and on the Easterly edge of the main branch of Evitts Creek, thence down and with the Easterly edge of the main branch of Evitts Creek, taking in said island, South 30 degrees 40 minutes West 195-5/10 feet, South 16 degrees 30 minutes East 125 feet, South 37 degrees East 153-5/10 feet, South 13 degrees 30 minutes East 121-5/10 feet to the Southerly point of said island, thence South 19 degrees 10 minutes East 123-5/10 feet to the Easterly edge of Evitts Creek again, and with it South 0 degrees 10 minutes East 200 feet to the end of the fourth line of the aforementioned Hinkle tract conveyed by William L. Lamar, Trustee, to William W. Hinkle, thence reversing the fourth and part of the third lines thereof as corrected by magnetic variation, North 85 degrees 45 minutes East 1938-3/4 feet to a chestnut oak tree anciently marked and being one of the original trees called for at the end of the third line of the Hinkle tract, the other tree having been cut down, thence North 32 degrees 30 minutes West 1857 feet to a large White Oak tree standing on aforesaid third line at the end of the seventh line of part of the Hinkle tract, conveyed by Catherine McKay to Amos Lashley, et ux., by deed dated the 12th day of August, 1903, and recorded among the aforesaid Land Records in Liber 93, Folio 304, thence reversing the lines thereof as corrected by magnetic variation South 75 degrees 35 minutes West 689-7/10 feet North 61 degrees 00 minutes West 447-48/100 feet North 21 degrees 55 minutes East 321-3/4 feet, North 24 degrees 15 minutes East 23 feet to the end of the third line of another part of said Hinkle Tract, conveyed by Leroy Chaney, et ux., to Amos Lashley, et ux., by deed dated the 26th day of February, 1904, and recorded among the aforesaid Land Records in Liber No. 95, Folio 60, and running thence reversing said line as corrected by magnetic variations, north 33 degrees 00 minutes West 877-8/10 feet North 31 degrees 00 minutes West 572-55/100 feet, North 51 degrees 45 minutes East 326-7/10 feet to the end of 207-8/10 feet on the second line of the aforesaid mentioned part of the Hinkle tract conveyed by Catherine McKay to Amos Lashley, et ux., thence reversing the lines thereof corrected as aforesaid North 40 degrees 40 minutes West 207-8/10 feet, North 57 degrees East 331-65/100 feet to the beginning of said last mentioned deed it being at a point on the third line of the original Hinkle tract, thence reversing part of

said third line as corrected by magnetic variation, North 32 degrees 30 minutes West 164 feet crossing Evitts Creek to the place of beginning.

Containing 128-3/10 acres and being all of the farm conveyed by Leroy Chaney et ux to William H. Johnson, et ux. by deed dated the 21st day of November, 1904, and recorded in Liber No. 96, Folio 246, also part of the farm conveyed by John H. Oliver, et ux., to William H. Johnson, et ux., by deed dated the 19th day of September, 1910, and recorded in Liber No. 106, Folio 634, said portion hereby intended to be conveyed, being a small strip on the Western Bank of Evitts Creek and known as the island.

Second: All that tract or parcel of land conveyed to The Evitts Creek Land and Improvement Company by Arthur H. Hawkins, Trustee, by deed dated July 19, 1919, and recorded among the Land Records of Allegany County, in Liber 128, Folio 386, and described as follows, to wit:

Beginning for the same at a planted stone standing at the end of 2530 feet on the 17th or last line of the M. J. Malamphy Farm conveyed to said Malamphy by James O. S. Hinkle, et al., by deed dated the 15th day of December, 1891, and recorded among the Land Records of aforesaid Allegany County, in Liber No. 71, Folio 264, said stone being also on the third line of the deed from William L. Lamar, Trustee, to William W. Hinkle dated the 3rd day of February, 1848, and recorded among the aforesaid Land Records in Liber No. 4, Folio 70, said stone was planted for the beginning of a deed from aforesaid M. J. Malamphy, et ux, to Amos Lashley, et ux., dated the 3rd day of October, 1905, and recorded among aforesaid Land Records in Liber No. 98, Folio 90, and running thence with the lines thereof as corrected by magnetic variation, North 26 degrees 45 minutes East 85-8/10 feet to a double white oak sapling marked with 3 notches each North 7 degrees 00 minutes West 77-22/100 feet to a small double white oak marked with 3 notches each, standing on the South edge of a small ravine leading to Evitts Creek, thence with the edge of said ravine North 54 degrees 10 minutes East 171-5/10 feet to a red oak sapling standing on the South Bank of Evitts Creek, thence down and binding on said creek North 34 degrees West 170-28/100 feet to a small bounded white oak, North 40 degrees 45 minutes West 153-78/100 feet to a large Black Oak Tree North 40 degrees 15 minutes West 124-74/100 feet, North 27 degrees 00 minutes West 201-3/10 feet to five white oak saplings growing from a stump, North 22 degrees 15 minutes West 154-44/100 feet to a large White Oak Tree marked with three notches, North 29 degrees 35 minutes West 143-22/100 feet to a large bounded White Oak Tree, North 31 degrees 40 minutes West 373-56/100 feet to a double White Oak Sapling North 36 degrees 20 minutes West 68-64/100 feet to a wild cherry tree marked with 3 notches, North 30 degrees 35 minutes West 306-24/100 feet, to a large sycamore tree marked with 3 notches, thence leaving Evitts Creek, and still with said deed South 64 degrees 55 minutes West 287 feet to a point on the original line of the Malamphy and Hinkle deeds aforesaid, and 60 feet South of the Southerly edge of Evitts Creek, it being the beginning of a deed from Catherine McKay to Amos Lashley, et ux., dated the 12th day of August, 1903, and recorded among the aforesaid Land Records in Liber No. 93, Folio 304, thence with the first line and part of the second lines thereof as corrected by magnetic variation South 57 degrees West 331-65/100 feet, South 40 degrees 40 minutes East 207-8/10 feet, to a planted stone marked with the letter "L" standing at the beginning of a deed from Leroy Chaney, et ux., to Amos Lashley, et ux, dated the 26th day of February, 1904, and recorded among the aforesaid Land Records in Liber 95, Folio 60, thence with the first, second and third lines thereof as corrected by magnetic variation South 51 degrees 45 minutes West 326-7/10 feet to a planted stone marked with the figure "I" then South 31 degrees 00 minutes East 572-55/100 feet to a planted stone

marked with the figure "2" then South 83 degrees 00 minutes East 877-8/10 feet to the fourth line of the aforementioned deed from Catherine McKay to Amos Lashley, et ux., dated the 12th day of August, 1903, and recorded in Liber 93, Folio 304, thence with the line thereof as corrected by magnetic variation South 24 degrees 15 minutes West 23 feet to the end of said fourth line South 21 degrees 55 minutes West 321-75/100 feet, South 61 degrees 00 minutes East 447-48/100 feet, North 75 degrees 35 minutes East 689-7/10 feet to a large white oak tree standing on the original line of the Malamphy Hinkle deeds aforesaid, thence with said line and with part of the eighth line of the deed from Catherine McKay to Amos Lashley, et ux., North 32 degrees 30 minutes West 673 feet to the place of beginning.

Containing 45-7/100 acres and being all of the three following tracts of land:

First - Catherine McKay to Amos Lashley, et ux., deed dated the 12th day of August, 1903, and recorded in Liber No. 93, Folio 304.

Second - Leroy Chaney, et ux., to Amos Lashley, et ux., deed dated the 25th day of February, 1904, and recorded in Liber 95, Folio 60.

Third - M. J. Malamphy, et ux., to Amos Lashley, et ux., deed dated the 3rd day of October, 1905, and recorded in Liber 98, Folio 90.

Being also the same pieces or parcels of ground which were conveyed by Amos Lashley and Margaret Lashley, his wife, to Arthur H. Hawkins, Trustee, by deed dated the 24th day of June, 1919, and recorded in Liber No. 128, Folio 199, one of the Land Records of Allegany County aforesaid.

Third: All that tract or parcel of land conveyed to The Evitts Creek Land and Improvement Company by Arthur H. Hawkins, Trustee, by deed dated July 19, 1919, and recorded among the Land Records of Allegany County, in Liber 128, Folio 388, and described as follows:

First Parcel: Beginning for the same at a point on the Westerly side of the County Road known as the Neal Road, said point being at the intersection of said Neal Road, with the Christy Road and running thence with the line fence between the land of said Malamphy and the land of Rice, North 82-3/4 degrees West 262-1/2 feet, thence North 82-1/2 degrees West 128 feet to a Red Oak tree, thence with a fence, North 10 degrees 50 minutes East 85 feet to a line fence between the land of said Malamphy and the land of Nave, thence with the said fence North 87 degrees 10 minutes West 207 feet to Red Oak Tree marked with three notches then leaving said fence, South 7 degrees East 343 feet to a Red Oak, thence South 46-1/2 degrees East 25 feet to a Red Oak Sapling growing from a stump then South 7 degrees 50 minutes East 36 feet to a point on the Easterly side of the Neal Road thence with said Road North 86-1/4 degrees East 200 feet North 79-1/2 degrees East 100 feet North 61-1/2 degrees East 171 feet, North 34-1/2 degrees 114 feet to the place of beginning.

Excepting, however, such parts of the said Neal Road as are included in the aforesaid going metes and bounds. Containing 2-65/100 acres.

Second Parcel, including 40 foot Right of Way: Beginning for the same at a large sycamore tree marked with 3 notches standing on the Southside of Evitts Creek and at the end of the twelfth line of that part of the Malamphy Farm conveyed by M. S. Malamphy, et ux., to Amos Lashley, et ux., by deed dated October 3, 1905, and recorded among the Land Records of aforesaid Allegany County in Liber No. 98, Folio 90, and running thence with the thirteenth and last line thereof as corrected by magnetic variation South 64 degrees 55 minutes West 287 feet to a point on the seventeenth line of the Malamphy Farm, it being also the third

line of the Hinkle tract, thence with said line North 32 degrees 30 minutes West 165 feet crossing Evitts Creek to the Southerly edge of the New Road (connecting the Neal Road with the Baltimore Pike) thence with the South edge of said New Road North 59 degrees 30 minutes East 40 feet, thence South 32 degrees 30 minutes East 100 feet, crossing Evitts Creek again to a point on the South edge thereof, thence up and with the South edge of Evitts Creek North 61 degrees 20 minutes East 247 feet to a large sycamore tree marked with 3 notches South 36 degrees 20 minutes East 65 feet to another large sycamore tree marked with three notches at the place of beginning.

Containing 1/2 acre.

It being all of the property conveyed by M. S. Malamphy, et ux., to Mary C. Lyons by deed dated the 21st day of January, 1915, and recorded in Liber No. 116, Folio 14.

It being also the same piece or parcel of ground which was conveyed by Mary E. Lyons (widow) to Arthur H. Haskins, Trustee, by deed dated the 24th day of June, 1919, and recorded in Liber No. 128, Folio 203, one of the Land Records of Allegany County.

Fourth: All that tract or parcel of land conveyed to The Evitts Creek Land and Improvement Company by John Paul Dircks and Barbara E. Dircks, his wife, by deed dated November 21, 1933, and recorded in Liber 170, Folio 158, one of the Land Records of Allegany County, Maryland, and described as follows:

All that lot, piece or parcel of land situate, lying and being in Election District Number 22 of Allegany County, State of Maryland, and which is described as follows, to wit:

Beginning for the same at an iron pipe driven in the ground on a high bank on the southerly side of Evitts Creek, it being the beginning of the 8th line (as pointed out by Paul Dircks) of the deed from Marcellus Martin, Executor, to Mary A. Dircks, dated July 20, 1912, and recorded in Liber No. 110, Folio 403, one of the Land Records of said Allegany County and running thence with said 8th line as corrected by variation and to call, North 4 degrees 14 minutes West 391.3 feet, crossing Evitts Creek to an iron pipe driven in the ground; thence with part of the 9th line of said deed, as corrected by variation and to call, North 43 degrees 18 minutes West 949.6 feet, crossing Evitts Creek to an iron pipe driven in the ground on the westerly side of said Evitts Creek; thence leaving the lines of said deed and running through the aforementioned Dircks property South 5 degrees 05 minutes West 106.6 feet to an iron pipe driven in the ground on the Westerly side of said Evitts Creek South 36 degrees 48 minutes East 78.7 feet to a chestnut Oak Tree 12 notches on the Southerly side of said Evitts Creek; thence continuing down said Evitts Creek and along the high bank on the southerly side thereof, South 23 degrees 24 minutes East 174.9 feet to a chestnut oak tree 12 notches South 48 degrees 38 minutes East 220 feet to a black oak tree 12 notches South 44 degrees 16 minutes East 177.9 feet to an ironwood sapling, 12 notches South 38 degrees, 27 minutes East 74.3 feet to a maple sapling, 12 notches, South 34 degrees 12 minutes East 133.3 feet to an Elm Tree, 12 notches South 27 degrees 40 minutes East 350.5 feet to the place of beginning. Containing 3.07 acres. Bearings refer to the Magnetic meridian of 1933 and distances are measured horizontally.

Subject, however, to the right of the said parties of the first part, John Paul Dircks and Barbara E. Dircks, his wife, grantors therein, to water their horses, cows and other live stock at Evitts Creek where it passes through the land hereby conveyed.

Fifth: All the right, title and interest of the Company in and to a certain

right-of-way agreement between it and Arthur H. Hawkins, et ux., dated May 10, 1920, and recorded in Liber 133, Folio 103, one of the Land Records of Allegany County.

Sixth: All the right, title and interest of the Company in and to a certain right-of-way agreement between it and Joseph Hammersmith, et al., dated April 30, 1920, and recorded in Liber 133, Folio 105, one of the Land Records of Allegany County.

Excepting, however, all that tract of land which was included in the lines of the foregoing deeds, but which has since been conveyed by The Evitts Creek Land and Improvement Company, et al., to William F. Welch, by deed dated March 29, 1920, and recorded in Liber 132, Folio 348, one of the Land Records of Allegany County.

The above conveyances made to The Evitts Creek Land and Improvement Company were intended to be and actually were made to Evitts Creek Land and Improvement Company, Incorporated, this latter name being the correct corporate name of the Corporation which acquired all of said properties.

TOGETHER with all buildings and improvements upon any of the lots of ground and premises hereinbefore described or hereby intended to be conveyed; and all the rights, appurtenances and privileges in any manner appertaining or belonging unto the same, or any part thereof, as well as all the physical property of the Company, including all present and after-acquired real estate, club equipment and furniture purchased prior to January 1, 1951. To effectuate a lien upon the aforesaid club equipment and furniture purchased to January 1, 1951, said Company agrees to execute and deliver, immediately upon the acquisition of such after-acquired personal property, to said Trustees such supplemental chattel mortgages as may from time to time be necessary to give the aforesaid Trustees a lien thereon, junior only to any lien given to secure the aforesaid Bank loan. Upon the execution and delivery of such supplemental chattel mortgage or mortgages, same shall become subject to all the terms and provisions of this Indenture, and shall be considered as additional security for the bonds issued hereunder.

TO HAVE AND TO HOLD all and singular the property hereby mortgaged and pledged, and any and all other property of any kind and nature that by virtue of any provision hereof may hereafter become subject to this indenture, to the said Trustees, the survivors of them, their successors and assigns, forever.

BUT IN TRUST, NEVERTHELESS, under and subject to the conditions hereinafter set forth, for the equal and proportionate benefit and security of all present and future holders of the bonds issued under and secured with this Indenture, and to secure the payment of such bonds and the interest thereon when payable in accordance with the provisions thereof and hereof and to secure the performance of the covenants and agreements of the Company in this indenture set forth, without preference, priority or distinction as to lien or otherwise of any one bond over any other bond by reason of the priority in the issue, sale or negotiation thereof or by reason of the purpose of its issue or by reason of any other cause. And it is hereby covenanted and agreed that all such bonds are to be issued, authenticated and delivered, and that all property subject, or to become subject, to the liens or provisions of this indenture is to be held, upon and subject to the further covenants, conditions, uses and trusts hereinafter set forth; and the Company does hereby covenant and agree with the Trustees and with the respective holders from time to time of said bonds as follows, viz:

ARTICLE I

CERTIFICATION AND ISSUE OF BONDS

All of the bonds intended to be issued under and secured by this Deed of Trust shall be executed on the part of the Company, and delivered by it to the Trustees for

certification, and the Trustees shall then certify the same and deliver them to the president or Vice President of the Company, or upon his written order, in order that the same may be issued.

In case any bond issued hereunder shall become mutilated or be lost or destroyed; then the Company may issue a new bond of like tenor and date, bearing the same number; and the Trustees may certify and deliver such new bond in exchange and substitution for the bond mutilated, lost or destroyed; provided, however, that any mutilated bond shall be first cancelled and surrendered to the Trustees; and provided further, that in case of the alleged loss or destruction of any bond, evidence satisfactory to the Company and Trustees thereof shall be furnished by the alleged owner, and the Trustees shall be respectively indemnified to their satisfaction against the claims of any person thereafter claiming to be the owner or holder of the bond so alleged to be lost or destroyed, and the Company may also charge for the issue of such new bond an amount sufficient to reimburse it for the expense incurred by it herein.

ARTICLE II SINKING FUND

In accordance with the terms and provisions of the resolution aforesaid, it is understood and agreed that the principal of the aforesaid first mortgage loan made by said Banks and this mortgage shall be amortized as follows:

Six Thousand Dollars (\$6,000.00) shall be paid each year for the first five years by said Company to the said Trustees, of which Four Thousand Dollars (\$4,000.00) annually shall be paid on the first mortgage bank loan until said loan is paid in full.

Seven Thousand Dollars (\$7,000.00) shall be paid each year by the said Company to said Trustees for the second five years, of which Four Thousand Dollars (\$4,000.00) annually shall be paid on the said first mortgage bank loan until such loan is paid in full.

Any balances of said annual payments not required for the foregoing payments on said bank loan shall be used to annually retire bonds issued under this bond mortgage.

Six Thousand Dollars (\$6,000.00) shall be paid each year for the next and last ten years, all of which shall be used to retire bonds issued under this bond mortgage.

The bonds to be retired each year shall be selected by lot by the Trustees named in said bond mortgage, or their successors.

In addition to the foregoing amounts, said Corporation shall be required to pay over to said Trustees such amounts as may be necessary to pay the interest due said banks on said first mortgage when and as the same becomes due and payable. Inasmuch as said first mortgage requires the payment of One Thousand Dollars (\$1,000.00) quarterly on account of the payment of principal upon said first mortgage, said Company, beginning with the first day of January, 1950, covenants to pay over to said Trustees on January 1st, April 1st, July 1st and October 1st, of each year, the sum of One Thousand Dollars (\$1,000.00), together with accrued interest, thereafter due and payable on January 14, April 14, July 14 and October 14 of each year on said first mortgage until the entire amount due under said first mortgage, together with the interest thereon, has been paid and satisfied in full.

It is understood and agreed that should there be any default or defaults in any year or years in the payment of principal or interest on the aforesaid first mortgage to said banks, that no bonds issued under this mortgage or deed of trust shall be paid off or retired until such default has been remedied. It being the understanding of the parties hereto that not less

than Four Thousand Dollars (\$4,000.00) be paid each year on said Bank mortgage, as well as the interest thereon, during the period of ten years from October 14, 1949, and that no bonds secured by this mortgage or deed of trust shall be paid when there is any default in such payments or any of them.

It is further understood and agreed that said Company may make payments in excess of those herein provided for in any year if funds for such excess payments are available, but that no bonds in excess of the amounts herein provided for shall be paid in any one year unless and until said first mortgage of said Banks has been paid in full. Should any default occur in any year in the payment of the bonds herein provided for, such default shall continue until said Bank loan has been paid in full but can thereafter be remedied to the extent that funds are available. To effectuate the purposes aforesaid, said Company shall be required to provide a sinking fund to take care of the interest and the principal payments on the aforesaid first mortgage to said banks, and also to take care of the payments of the principal and interest to be made upon bonds secured by this mortgage or deed of trust. All payments into the sinking fund shall be used for the purpose aforesaid and no other. To insure the obligation of the Company to create and continue this sinking fund, said Company covenants and agrees that, pending payment of the aforesaid Bank mortgage and the bonds secured by this mortgage and deed of trust, the Board of Directors of said Company shall not authorize or expend for capital expenditures any sum exceeding Five Hundred Dollars (\$500.00) without the written consent of all the Trustees named herein.

It is further understood and agreed that if at any time said Company shall be in default in the payment of the quarterly amounts due under said first mortgage to said Banks, or the interest thereon, and shall fail within a period of fifteen days to rectify said default, that then in that event the Trustees named in this mortgage shall be, and they are hereby given full power and authority to do any and all things as to them may seem proper and necessary to cure and rectify said default by refinancing said first mortgage or otherwise, to the end that the interests of all bondholders hereunder may be fully protected thereby; provided, however, that any refinancing or assignment of said first mortgage at the instance of said Trustees shall be subject to the approval and ratification of a majority of the Directors of said Company.

ARTICLE III. REDEMPTION OF BONDS.

In addition to the redemption of the bonds hereinbefore provided for, all or any part of the bonds issued hereunder may be redeemed by the Company before maturity, on October 15, 1950, or any subsequent anniversary date, by paying the principal thereof and the interest accrued to the date of redemption. In order to exercise such right of redemption, the Company shall give notice to the Trustees at least thirty days before the date designated for redemption, and shall pay to the Trustees the amount required to effect the same and pay the costs of advertising.

THEREUPON the Trustees shall (if such redemption is of a part) secure from the numbers of all outstanding bonds such a number thereof as the sum so paid it will suffice to redeem. All bonds to be redeemed shall be selected by lot and shall be drawn by the Trustees in the presence of the Board of Directors at a special meeting called for that purpose.

And the Trustees shall give notice by advertisement in some newspaper published in

the City of Cumberland, Maryland, once in each of two successive weeks, the last insertion to be at least fifteen days before the date designated for redemption, giving notice to the holders of the bonds so selected and drawn for redemption and calling upon them to present the same at the Banking House of The First National Bank of Cumberland, in the City of Cumberland, Maryland, upon the date designated in said notice, in order that the same may be redeemed out of said fund, and,

Thereupon the Trustees shall redeem the bonds so called, from said fund, and the same shall be cancelled; and if any bond so called be not presented after such notice, the same shall no longer bear interest or be secured upon the property hereby conveyed.

ARTICLE IV

The Company covenants that during the existence of this mortgage and deed of Trust it will insure and keep insured in insurance companies approved by the Trustees, against loss or damage by fire, the buildings, club equipment and furniture located on the property hereby conveyed, or such parts as are usually protected by insurance, to the extent that may be allowed by the insurance underwriters of the middle district up to One Hundred Thousand Dollars, and all policies for such insurance shall be so framed or endorsed that the proceeds thereof, in case of loss, shall be payable first to said Banks as the holders of said first mortgage, and then to the said Trustees as their interests may appear, and in case of the failure of the Company to so insure, the Trustees may effect such insurance and collect the premiums therefor, as part of the mortgage and deed of trust debt with interest thereon. The policies for such insurance shall be deposited with such Trustees and/or with said Banks.

Should any moneys be paid to the Trustees in the event of loss by fire, then the Trustees may permit the Company to apply such money towards the repairing or rebuilding of the property destroyed or damaged, or towards the making of new improvements upon the property covered by this mortgage and deed of trust, or upon the purchase of additional property; and the money shall be paid out for the same only upon the order of the Trustees.

ARTICLE V.

1. The said Company, for itself, its successors and assigns, covenants and agrees that it will duly and punctually pay or cause to be paid the principal and interest of every bond issued hereunder and secured hereby according to the terms of such bond,

2. The said Company further covenants and agrees that from time to time it will duly pay and discharge all taxes, assessments and governmental charges (the lien of which would be prior or superior to the lien of this Indenture) lawfully imposed upon the said Company or the property hereby conveyed, or the income or profits thereof; and also all taxes, assessments and governmental charges lawfully imposed upon the interest under this mortgage and deed of trust of the Trustees, or the bondholders represented by it, in the property hereby conveyed; so that the lien and priority of this Indenture shall be fully preserved at the cost of the Company without expense to the Trustees or to the bondholders, and so that the principal and interest of said bonds may be paid to the holders thereof without deduction for or on account of any such tax as aforesaid; provided, however, that nothing in this Section contained shall require the Company to pay, discharge or make provision for any such tax, assessment or charge so long as the validity thereof shall be contested in good faith.

3. The said Company further covenants and agrees that this mortgage and deed of trust shall always be kept and maintained a valid lien upon all of the property described or

intended to be conveyed hereby, or which is now or may at any time hereafter become subject to the lien hereof; and that it will not create, or suffer to be created, any debt, lien or charges which would be prior to the lien of these presents upon any property which is or shall have become subject thereto hereafter.

4. The Company further covenants and agrees that it will at any time upon the request of the Trustees make, do, execute, acknowledge and deliver all such acts, deeds, supplemental indentures, chattel mortgages and other assurances in law as may be reasonably advised or requested for effectuating the intention of these presents and for the better assuring and confirming unto the Trustees, their survivors and successors, in the trust hereby created, and their assigns, all and singular, the premises, property and rights hereby conveyed or assigned or intended to be so, or hereafter acquired to January 1, 1951.

5. The said Company further covenants and agrees from time to time on demand to pay to the Trustees all sums of money expended by them in the exercise of any power herein conferred upon them, or in the execution of the trusts hereby created, with interest at the rate of five per cent (5%) per annum; and that it will pay the said Trustees reasonable compensation for all services performed by them hereunder, whether such compensation is otherwise herein expressly provided for or not.

ARTICLE VI.

The Trustees, in their discretion, shall have the right to release and convey, free and clear of the lien of this Indenture, any of the property hereby mortgaged or hereafter acquired, which may be subject to this Indenture, free and clear of this mortgage and deed of trust, provided, however, that the proceeds of such sales shall be applied, in the discretion of said Trustees, to the reduction of the said Bank Loan, redemption of the bonds issued hereunder, improvements of the remaining property of the Company, or in the purchase of additional property, and the joinder of the Trustees in any deed made by the Company for any part or parts of the mortgaged premises shall operate to release such part or parts so conveyed from the effect of this mortgage and deed of trust, and the purchaser of such part or parts of said property so conveyed shall be under no obligation to see to the application of the purchase money.

ARTICLE VII.

1. Until default be made in the payment of the interest or principal of any of the bonds issued or outstanding hereunder, or in the Sinking Fund payments, hereinbefore covenanted to be made, or in the performance of any other covenant or agreement herein contained on the part of the said Company, its successors or assigns, to be performed and until such default shall have continued beyond the period of grace, if any, herein provided in respect to such default, or until the Company shall have voluntarily surrendered possession to the Trustees, as herein provided, the said Company shall be allowed to remain in possession of all the real and leasehold estate and chattels personal or other property hereby conveyed and transferred, and to use the same in its business, and collect all moneys due it and dispose of the proceeds of its accounts receivable and other income and assets, when collected, in the usual course of business, except for the restriction on capital improvements heretofore set forth.

2. The Company at any time before full payment of the principal and interest of the bonds issued hereunder, and whenever it shall deem it expedient for the security of the bondholders so to do, although there may be then no defaults entitling the Trustees to enter

into possession, may, with the consent of the Trustees, surrender to them possession of the whole or any part of the property hereby conveyed, for any period fixed or indefinite. Upon such surrender, the Trustees shall enter into and upon the property so surrendered, and take possession thereof without prejudice, however, to the Company's right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and maintain such possession. And upon any such voluntary surrender of said property, the Trustees from the time of its entry may operate and use the same in accordance with the provisions of this mortgage and deed of trust, and receive and apply the income in the manner hereinafter provided with respect to such entry in case of default.

ARTICLE VIII.

If, when the bonds shall have become due and payable, the Company shall well and truly pay or cause to be paid the whole amount of the principal and interest due upon all of the bonds; or shall provide for such payment by depositing with the Trustees hereunder, for the payment of such bonds, the entire amount due, and to become due, thereon for principal and interest, and shall also pay or cause to be paid all other sums payable hereunder; and shall perform all the things herein required, according to the true intent and meaning of the mortgage and deed of trust, or if the Company shall at any time produce to the Trustees, cancelled, all of the bonds secured hereby, theretofore issued and then outstanding, then, and in either of such cases, all property, rights, and interest hereby conveyed shall revert to the Company, or to whoever may be entitled thereto, and the estate, right, title and interest of the Trustees therein shall thereupon cease and become void; and the Trustees shall, in such case, on demand of the Company, and at its cost and expense, enter satisfaction and discharge of this mortgage and deed of trust upon the records; but otherwise this mortgage and deed of trust shall remain in full force and virtue.

ARTICLE IX

1. In case default shall be made in the payment (a) of the principal and interest of any bond, or (b) in case default shall be made in the performance of any other covenant or condition herein required to be kept by the Company; and in case any such default shall continue for thirty days after written notice thereof to the company from the Trustees, or from the holders of fifty per cent (50%) or more in amount of the bonds at the time outstanding, then and in every such case the Trustees, by its agents or attorneys may forthwith enter into and upon all or any of the property hereby mortgaged, and may exclude the Company, and its agents, wholly therefrom; and hold, use and operate said mortgaged property, and conduct the business thereof either personally or by its representative, to the best advantage of the holders of the bonds; and upon every such entry the Trustees may, at the expense of the trust estate, from time to time, maintain, repair, restore and insure the mortgaged property, and exercise all the rights and powers of the Company, either in its name or otherwise, as the Trustees may deem best; and they shall be entitled to collect and receive all earnings and income of the mortgaged property; and after deducting the expense of operating and managing said property, as well as reasonable compensation for their own services, they shall apply the moneys arising as aforesaid as follows:

First: To the payment of any principal and interest then due on the aforesaid Bank loan, or which may become due while said Trustees are in possession of said property.

Second: In case the principal of all of said bonds shall have become due, by

declaration or otherwise, then to the payment, equally and without preference, of the principal of all the bonds issued hereunder and then outstanding, and the interest thereon, accrued to the time of such payment, equally and without priority or preference as between such principal and accrued interest or vice versa, or as between the different holders of such bonds.

Upon the payment in full of whatever may be due for principal or interest, or both, or be payable for other purposes, the premises shall be returned to the Company.

2. In case default shall be made in the payment of the principal and interest of any bond, or in the performance of any covenant or agreement herein contained, and any such default shall continue for thirty days after written notice from the Trustees to the Company, the Trustees may, and, upon the written request of the holders of 50% in amount of the bonds then outstanding, shall, by a notice in writing delivered to the Company, declare the principal of all bonds then outstanding to be due and payable, immediately, and upon any such declaration, the same shall become and be immediately due and payable, anything in this mortgage and deed of trust or in said bonds contained to the contrary notwithstanding. This provision is, however, subject to the condition that if at any time after the principal of said bonds shall have been so declared due and payable, all arrears of principal and interest due upon such of said bonds as caused said default shall be paid by the Company, or be collected out of the mortgaged property before any sale of the mortgaged property shall have been made, or if the default in any other covenant of this mortgage and deed of trust for breach of which said bonds may have been declared due shall be redressed, then the holders of 50% in amount of the bonds then outstanding, by written notice to the Company, and to the Trustees, may waive such default and its consequence, and obtain from the Trustees a rescission of such declaration of the maturity of the principal of all said bonds but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

3. In case default shall be made in the payment (a) of the principal and interest of any bond, or (b) in the due performance of any other covenant or condition herein contained, and on the part of the said Company to be performed, and any such default shall continue for thirty days after written notice thereof from the Trustees or from the holders of 50% or more in amount of the outstanding bonds, then, and in every such case, the Trustees shall, with or without entry, personally, or by attorney or agent, in their discretion, sell to the highest bidder in one lot and as an entirety (unless a sale in parcels shall have been requested in writing by the holders of a majority of the bonds issued hereunder and then outstanding) all and singular the property and premises conveyed by this mortgage and deed of trust; which sale shall be made by public auction in Allegany County, Maryland, provided that notice of such sale be given by publication in a newspaper published in Allegany County, at least once a week for four successive weeks preceding such sale, together with such other notice, if any, as the Trustees may deem advisable. And after making such sale, the terms whereof shall be cash, or as otherwise provided by the Trustees, the Trustees shall have full power and authority to convey the property and premises so sold to the purchaser or purchasers thereof and deliver possession of the same; and any sale so made shall be a perpetual bar, both in law and equity, against the said Company, and against all persons claiming said property and premises, by, through or under it. Upon the making of any such sale, the principal of all bonds issued hereunder and then outstanding shall forthwith become due and

payable if the same shall not have already become so, anything to the contrary in said bonds notwithstanding.

And after deducting from the proceeds of such sale all costs and expenses thereof, including counsel fees, and all advances, expenses or liabilities which may have been made or incurred by the Trustees, in or about the performance of their duties under these presents, or in relation to said property and the management of the business thereof while in possession thereof, in case they shall have entered into possession and management as hereinbefore authorized, with interest upon any such advances or payments, and after payment of all taxes, assessments and other charges or prior liens upon said property, and a reasonable compensation for their own service, the said Trustees shall apply the proceeds of such sale or sales to the payment of the principal of all of said bonds then outstanding and the interest thereon unpaid to the date of such payment, without distinction, preference or priority of any one bond over any other, or of principal over interest, or vice versa; in full if such proceeds be sufficient, but if not, then ratably and pro rata; and if after payment of said principal and interest in full, a surplus shall remain, the said Trustees shall pay the same over to the said Company, or to whomsoever may be lawfully entitled to receive the same.

The receipt of the Trustees shall be sufficient receipt and discharge to the purchaser or purchasers of any property sold as aforesaid for the purchase money, and no purchaser shall be liable or bound to see to the application thereof by said Trustees, nor liable for any loss for misapplication thereof by the Trustees.

Where a sale by the Trustees is authorized or required by the foregoing provisions of this Article, said Trustees may in lieu of making the sale heretofore provided for, or in order to better effectuate such sale, file a Bill in Equity in the Circuit Court for Allegany County, Maryland, against the Company, asking the Court to decree a sale of the property covered by this Indenture, or made subject hereto by any future instruments, upon such terms and conditions not inconsistent herewith as said Court may deem proper.

In case of any sale made under the provisions of this Indenture, or under decree of any Court for the purpose of effectuating the provisions thereof, any purchaser or purchasers at such sale, after making a cash payment sufficient to cover the cost and expense of said sale, and all other charges and expenses required to be paid or provided in actual cash to be determined by said Trustees or the Court directing such sale, shall have the right to deliver and pay in as cash towards the payment of the residue of such purchase money any of the bonds and interest thereon then outstanding, at a rate to be determined by said Trustees or such Court, so that the sum for which such bonds and interest shall be taken shall be equal to the dividend allowed thereon on the proper distribution of the proceeds of such sale or sales. All bonds and interest so used in making payments may be returned to such purchaser after the credit of such dividend has been stamped thereon.

ARTICLE X.

No holder of any bond shall have the right to institute any suit, action, or proceeding for the foreclosure of this mortgage and deed of trust, or for the execution of any trust hereof, or for the appointment of a receiver, or for any other remedy hereunder, unless such holder shall previously have given to the Trustees written notice of any existing default, and of the continuance thereof as hereinbefore provided; nor unless also the holders of 50% or more ^{in amount} of the bonds then outstanding shall have made written request upon the Trustees, and

shall have afforded to them reasonable opportunity to proceed themselves to exercise the powers hereinbefore granted or to institute such action, suit, or proceeding in their own names, nor unless also such holder or holders shall have offered to the Trustees reasonable indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustees to be conditions precedent to the execution of the powers and trusts of this mortgage and deed of trust, and to any cause of action, for foreclosure or for the appointment of a Receiver, or for any other remedy thereunder; it being understood that no holder of bonds shall have any right to affect the lien of this mortgage and deed of trust by his action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunder at law or in equity shall be instituted and maintained in the manner herein provided, and for the equal benefit of all holders of such outstanding bonds.

ARTICLE XI

The Trustees may select and employ in the execution of this mortgage and deed of trust such agents, attorneys and counsel as they may deem necessary, and shall not be responsible for any neglect or default of such agents, attorneys or counsel, unless guilty of gross negligence in the selection thereof. The compensation of the persons so employed, as well as the other reasonable expenses of the Trustees, shall be paid to the Trustees by the Company on demand, and until paid, the Trustees shall have a lien therefor on the mortgaged property paramount to the bonds.

2. The Trustees shall be under no obligation to perform any act hereunder, unless indemnified to their satisfaction, and, excepting as herein otherwise expressly provided, the Trustees shall not be bound to recognize any person as a bondholder unless his bonds are, if required, submitted to the Trustees for inspection, and his title, if disputed, satisfactorily established.

3. The Trustees shall be protected in acting upon any notice, request, consent, certificate, resolution, bond or other paper or document believed by them to be genuine, and to have been signed or certified by any officer of the Company, or by any other proper party, and any recital of facts in this mortgage and deed of trust shall be taken as statements made by the Company and not by the Trustees.

4. The Trustees shall not be responsible for the proper recording or filing of this mortgage and deed of trust nor for neglect or failure on their part or on the part of the Company to effect insurance in accordance with the requirements hereof, nor for any other thing whatever, in connection with the mortgage and deed of trust, except their own wilful misconduct or gross negligence.

5. In case of a vacancy among said Trustees by death, resignation, removal from the State of Maryland, refusal to act, or any other cause, the remaining Trustees shall, by a certificate or instrument in writing signed and acknowledged by them, appoint some resident of Allegany County, to fill such vacancy, which said certificate or instrument in writing shall be duly acknowledged by the remaining Trustees, and recorded among the Mortgage Records of Allegany County; and the person or persons so appointed shall have and exercise all the power and authority conferred by this mortgage and deed of trust as fully and to the same extent as if the same mortgage and deed of trust had been originally made to him or them.

In case all the Trusteeships hereby created shall be vacated without successors

having been named by the remaining or surviving Trustees, the bondholder, or the majority of them in amount may appoint a Trustee or Trustees by a certificate or instrument in writing duly signed and acknowledged by them and recorded among the Mortgage Records of Allegany County; but, before said certificate or instrument of writing shall be recorded said bondholders shall exhibit to the Clerk of the Circuit Court for Allegany County a majority of said bonds in said amount and the same be certified on said paper or instrument in writing, by said clerk and the exhibition of said bonds by said holders to said clerk shall be prima facie evidence of the ownership of said bonds by said persons so executing said paper or instrument in writing. And the Trustee or Trustees so appointed by said bondholders shall have and exercise all the power and authority conferred upon the Trustees herein named in this mortgage and deed of Trust as fully and to the same extent as if such Trustee or Trustees had been named originally herein as thereunder, including the filling of vacancies under this Article.

ARTICLE XII.

1. G. William Bibby, Douglas R. Bowie and George L. Buchanan, parties hereto of the second part, hereby accept the trust in this Indenture declared and provided, and agree to perform the same upon the terms and conditions hereinbefore set forth.
2. All the covenants, agreements, stipulations and provisions relating to the Company shall bind and relate to its successors and assigns, whether so expressed or not, and all of the power and authority herein conferred upon the Trustees shall extend to and bind the Trustees and their successors in the trust.

IN WITNESS WHEREOF, Evitts Creek Land and Improvement Company, Incorporated, has caused these presents to be signed by its President and its corporate seal to be hereto affixed and attested by its Secretary; and as witness the hands and seals of the Trustees, all as of the day and year first above written.

Attest:

EVITTS CREEK LAND AND IMPROVEMENT COMPANY,
INCORPORATED,A. Carlson,
Its Secretary (Corporate Seal)By William A. Douglas,
Its President.

G. W. Bibby, (SEAL)

Douglas R. Bowie, (SEAL)

George L. Buchanan (SEAL)
Trustees.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared William A. Douglas, president of Evitts Creek Land and Improvement Company, Incorporated, and acknowledged the foregoing mortgage and deed of trust to be the act and deed of Evitts Creek Land and Improvement Company, Incorporated; and at the same time before me also personally appeared G. William Bibby, Douglas R. Bowie and George L. Buchanan, Trustees, and acknowledged the foregoing mortgage and deed of trust to be their respective act and deed. And the said Trustees did each also make oath in due form of law that the consideration set forth in said mortgage and deed of trust is true and bona fide as therein stated.

WITNESS my hand and Notarial Seal the day and year first above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Josephine M. McVicker, Notary Public.

William M. George, et ux.

Mortgage.

To

Filed and Recorded January 6th 1950 at 11:30 A. M.

Liberty Trust Company of Cumberland, Md.

THIS MORTGAGE, Made this 5th day of January, in the year nineteen hundred and fifty, by and between William George and Iva M. George, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said William George and Iva M. George, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand One Hundred (\$2,100.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed, and is, therefore, a Purchase Money Mortgage.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William George and Iva M. George, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece, parcel or lot of ground situate, lying and being in Bowman's Addition, and being known as Lots Nos. 52, 53 and 54 in said Bowman's Addition, Allegany County, Maryland, and being more particularly described in one parcel as follows:

Beginning for said lots at the southwest corner of the Reed Dickin Lot on the Easterly margin of Light Street, and running thence by said Lot, South 72 degrees East 139 feet to a stake in the center of the Old Valley Road; thence by said Road, South 22 degrees West 204.4 feet; thence by Lot No. 55, North 55 degrees West 148.5 feet to a steel stake on the Easterly margin of Light Street; thence by Light Street, North 24-1/2 degrees East 161.7 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by A. Martene Manges, Trustee, by deed dated the -- day of December, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Two Thousand One Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand One Hundred (\$2,100.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or

claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Julia W. Jackson

William M. George (SEAL)

Mrs. Iva M. George (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 29th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William George and Iva M. George, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Julia W. Jackson, Notary Public.

Chattel Mortgage.

Leo M. Davis

To

Aetna Finance Company

Loan No. Cum 1901.

Borrowers: Davis, Leo M., 427 Virginia Avenue, Cumberland, Allegany County, Maryland.

Mortgagee: Aetna Finance Company, 7 N. Liberty Street, Cumberland, Maryland.

Date of this loan: 11/7/49 - Actual amount of this loan: \$300.00 - First payment due: 12/1/49 - Final payment due: 7/1/51.

Payable - Principal and interest is payable in 20 monthly payments of \$20.16 each except final payment shall be unpaid principal and interest.

Agreed rate of charge: 3% per month on the unpaid balance. (In the computation of interest a day shall be considered one thirtieth of a month.)

This chattel mortgage made on the date above stated, between the borrowers named above, as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above.

WITNESSETH: That in consideration of the actual amount of the loan, above stated,

Compared and found correct
To: *Myrtle City*
Jan 11, 1950

the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successors and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successors and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successors and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee, at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee, in a reasonable amount, and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall imme-

diately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: E. D. Johnson

Mary Yommer (SEAL)

WITNESS: B. E. Bittner

Harrison C. Yommer (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 5th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Mary Yommer and Harrison C. Yommer (her husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time before me also personally appeared B. E. Bittner, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee, and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

Mortgage.

George P. Harris, et ux.

To

Filed and Recorded January 7th 1950 at 10:00 A. M.

(Stamps \$3.30).

Fidelity Savings Bank of Frostburg, Md.

THIS MORTGAGE, made this 6th day of January, in the year Nineteen Hundred and Fifty by and between George P. Harris and Helen T. Harris, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Three Thousand Three Hundred Dollars (\$3,300.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of thirty-three and 00/100 dollars (\$33.00) commencing on the 6th day of February, 1950, and on the 6th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be

To mortgagee, Fidelity Savings Bank of Frostburg, Md.
Jan 11 1950

due and payable on the 6th day of January, 1962, Privilege is reserved to prepay at any time without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George F. Harris and Helen T. Harris, his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT LOT, piece or parcel of ground situate, lying and being in Allegany County, Maryland, and known and designated as Lot Number Eighteen (18) of Hitchins' First Addition to the Town of Frostburg, Maryland, as shown on a plat of said Addition recorded in Liber No. 103, Folio 725, among the Land Records of Allegany County Maryland. Said Lot Number Eighteen (18) being particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the North side of Federal Street with the East side of Frost Avenue extended, and running thence with said Avenue extended, 268 feet to the intersection of the East side of Frost Avenue extended with the West side of an alley, and with said alley, South $24\frac{1}{2}$ degrees East 235 feet to said Federal Street, thence with Federal Street, South $64\frac{1}{2}$ degrees West 125 feet to the beginning.

Being the same property which was conveyed to the said George F. Harris and Helen T. Harris, his wife, by deed from William A. Patton and others dated June 12, 1947, and recorded in Liber No. 215, Folio 388, among said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be

made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Three Hundred (\$3,300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage, in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations, are hereby amended to conform thereto.

WITNESS the hands and seals of said mortgagors.

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

In witness whereof I have hereto set my hand and affixed my notarial seal the
day and year above written.

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Filed and Recorded January 8th 1950 at 1:00 P.M.

The Liberty Trust Company, Cumberland, Maryland

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of Five Hundred Forty-Six Dollars and 66/100 (\$546.66) payable one year after date hereof, together with interest thereon at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

1940 Ford 1 Ton Truck Motor # 18-5390335 Serial # 18-5390335

Provided, however, that if the said Edward M. O'Brien shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

this 6th day of January 1950 .

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Thos J McNamee
Notary Public

[illegible]

Chattel Mortgage

John Galen Walters
To
Filed and Recorded January 13th 1950 at 8:30 A.M.

The Liberty Trust Company, Cumberland, Maryland

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 6th day of January, 1950, by and between John Galen Walters

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of Six hundred Forty Three and 42/100 dollars (\$643.42), payable one year after date hereof, together with interest thereon at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1946 Plymouth Special Deluxe Sedan Motor No. P15-52765 Serial No. 11532082

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said John Galen Walters shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforesaid vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said John Galen Walters his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 6th day of January, 1950,
James Park John Galen Walters (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 6th day of January 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared John Galen Walters the within mortgagor and acknowledged the aforesaid Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

James Park

Notary Public
My commission expires May 7, 1951

Martha B. Wolford

Mortgage

To
Filed and Recorded December 30th 1949 at 1:10 P.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$1.65)

This Mortgage, Made this 30th day of December in the year Nineteen Hundred and Forty-Nine by and between

Martha B. Wolford (widow)
of Allegany County, in the State of Maryland
part y of the first part, hereinafter called mortgagor, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of Sixteen Hundred and Fifty (\$1650.00) Dollars, which said sum the mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty (\$20.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of ground situate, lying and being on the Westerly side of North Mechanic Street in the City of Cumberland, Allegany County, Maryland, and described as follows, to-wit:

BEGINNING for the outlines of the same at a point on the Westerly side of North Mechanic Street distant 257 1/2 feet measured in a Southeasterly direction along the Westerly side of the aforesaid street from the intersection of the West side of North Mechanic Street with the South side of Market Street; and running thence with the Westerly side of said Street, South 38-3/4 degrees East 25 feet; thence leaving said Street, South 51-1/4 degrees West 50 feet to Wills Creek; thence up and with said Creek, North 38-3/4 degrees West 25 feet; thence leaving said Creek, North 51-1/4 degrees East 50 feet to the beginning.

It being the same property conveyed by Spurgeon Sparks and Lula G. Sparks, his wife, to Martha Baker Wolford, by deed dated the 16th day of October, 1946, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 212, Folio 105.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenants that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen hundred and fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for herself and her heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, her heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor

Attest: Gerald L. Harrison (SEAL)
Martha E. Wolford (SEAL)
 (SEAL)
 (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 30th day of December in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Martha E. Wolford, widow

the said mortgagor herein and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Gerald L. Harrison Notary Public
 Cumberland, Maryland, March 2, 1950
 By Arthur F. Gellner, President, First Federal Savings and Loan Association of Cumberland
 By Edith E. Gellner, Secretary, First Federal Savings and Loan Association of Cumberland
 By George W. Legge, Vice President, First Federal Savings and Loan Association of Cumberland
 3/3/50

Arthur F. Gellner et ux
 To

Filed and Recorded December 30th 1949 at 2:10 P. M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 29th day of December in the year Nineteen Hundred and Forty Nine by and between Arthur F. Gellner and Edith E. Gellner, his wife

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy One Hundred (\$7,100.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Fifty-two and 54/100 (\$52.54) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain piece or parcel of ground situated in Cover's Addition Bowling Green Allegany County, Maryland, and known as Lot No. 10 in said Addition, and more particularly described as follows, to-wit:

LOT NO. 10: BEGINNING at the end of the third line of Lot No. 9 and thence reversing said third line North 85 degrees 22 minutes West 139.72 feet to a 15 foot alley, thence with said alley North 9 degrees 39 minutes East 40.08 feet, thence South 85 degrees 22 minutes East 136.20 feet to the Westerly line of Bowling Avenue, thence with said Westerly line South 4 degrees 38 minutes West 40 feet to the beginning.

It being the same property conveyed by Ralph G. Cover and Ethel M. Cover, his wife, to Arthur F. Gellner and Edith E. Gellner, his wife, by deed dated the 29 day of December 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-one hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison (SEAL)
Arthur F. Gellner (SEAL)
Edith E. Gellner (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 29th day of December in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Arthur F. Gellner and Edith E. Gellner, his wife

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

John Joseph Angellatta et ux

Mortgage

To Filed and Recorded January 3rd 1950 at 1:30 P.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$1.65)

This Mortgage, Made this 30th day of December in the year Nineteen Hundred and Forty-Nine by and between John Joseph Angellatta and Freda Pauline Angellatta, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventeen Hundred and Fifty (\$1750.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following: By the payment of Thirty-three and 44/100 (\$33.44) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that parcel of land situated on the Northwestern side of Central Avenue in the City of Cumberland, in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northwestern side of Central Avenue at a point measured North 44 degrees 20 minutes East 24 feet 9 inches from the beginning point and on the first line of a certain deed from Jasper N. Willison, unmarried, unto Joseph H. Ruppert and Theresa Ruppert, his wife, by deed dated April 8, 1909, and recorded among the Land Records of Allegany County in Liber 104, folio 405, and running thence to the end of the first line of the last mentioned deed North 44 degrees 20 minutes East 23 feet 3 inches, thence with the entire second line of said last mentioned deed North 46 degrees 5 minutes West 100 feet to Estelle Street, thence along the Southeastern side of Estelle Street and with a part of the third line of the last mentioned deed South 44 degrees 20 minutes West 22 feet 3 inches to a stake thence by a straight line to the point of beginning, the said last mentioned line is intended to include a fence.

It being the same property conveyed by Francis J. Ruppert and others to John Angellatta and Freda P. Angellatta, his wife, by deed dated the 22nd day of October, 1937, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 179, folio 108.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Tenure with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventeen hundred and fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s
Attest: Lynn C. Lashley John Joseph Angellatta (SEAL)
Freda Pauline Angellatta (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 30th day of December in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John Joseph Angellatta and Freda Pauline Angellatta, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Lynn C. Lashley
Notary Public

James G. McKee et ux

To

Filed and Recorded January 4th 1950 at 10:30A.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 3rd day of January in the year Nineteen Hundred and Forty Fifth by and between James G. McKee and Marjorie R. McKee his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Fifty Six Hundred (\$5600.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-five and 76/100 (\$45.76) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land known and designated as part of Lots Nos. 1 and 2 of Allegany Grove Camp Ground Amended and the same extended to the rear to Braddock Run, a plat of which said Addition is recorded among the Land Records of Allegany County, Maryland, said Addition being located on the Northerly side of Braddock Road, about 5 1/2 miles. westerly of the City of Cumberland, which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Southerly side of a proposed 20 foot driveway at the end of the fourth line of a deed from Norbert J. Zeller et ux to William J. Kelly et ux dated December 8, 1947, which is recorded in Liber 218, folio 323, one of the Land Records of Allegany County, Maryland, and running then with said line reversed North 57 degrees 42 minutes East 119 feet 10 inches to a stake on the last line of a deed from D. Clifford Goodfellow, Attorney, to Norbert J. Zeller, et ux dated May 21, 1947, which is recorded in Liber 215, folio 275, one of the Land Records of Allegany County, Maryland, then with part of said last line reversed North 23 degrees 32 minutes West 116 feet to the Southerly side of said proposed 20 foot driveway, and then with said driveway South 17 degrees 47 minutes West 163 feet to the place of beginning.

It being the same property conveyed by William A. Coughenour and Mary E. Coughenour his wife, to James G. McKee and Marjorie R. McKee, his wife by deed dated the 3rd day of January 1950, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-six hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lion or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison

James G. McKee (SEAL)

Marjorie R. McKee (SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 3rd day of January in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James G. McKee and Marjorie R. McKee his wife

the said mortgagors herein and each acknowledged the aforesaid mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

William M. Hartung et ux

To

Filed and Recorded January 5th 1950 at 2:55 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$9.35)

This Mortgage, Made this 5th day of January in the

year Nineteen Hundred and forty fifty by and between

William M. Hartung and Hazel M. Hartung, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-Five Hundred (\$8500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-nine and 46/100 (\$69.46) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situated, lying and being on the Northerly side of Frederick Street Extended and the Westerly side of Edward Avenue in the City of Cumberland, Allegany County, State of Maryland, and being in Schlund's Addition to Cumberland, Maryland, and which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at a point along the Northerly side of Frederick Street Extended, said point being South 65 degrees 21 minutes West 40 feet from a concrete monument planted by the City of Cumberland at the Northeasterly corner of Frederick Street Extended and Edward Avenue and running thence with the Northerly side of Frederick Street Extended, South 65 degrees 21 minutes West 65 feet, thence North 27 degrees West 128.3 feet to a 15 foot alley, thence with the Southerly side of said 15 foot alley and parallel with Frederick Street Extended, North 65 degrees 21 minutes East 65 feet to the Westerly side of Edward Avenue, South 27 degrees East 128.3 feet to the place of beginning.

It being the same property conveyed by Walter P. Schlund and Charles E. Schlund, Executors, etc., to William Meredith Hartung and Hazel Marie Hartung, his wife, by deed dated the 7th day of September 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 201, folio 390.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sum of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.

Attest: Gerald L. Harrison (SEAL)
William M. Hartung (SEAL)
Hazel M. Hartung (SEAL)
(Seal)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 5th day of January in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William M. Hartung and Hazel M. Hartung his wife,

the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

Joseph R. Galliher et ux

Mortgage

To Filed and Recorded January 6th 1950 at 3:10 P.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$1.65)

This Mortgage, Made this 6th day of January in the year Nineteen Hundred and forty fifty by and between Joseph R. Galliher and Bessie C. Galliher, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Sixteen Hundred and Fifty (\$1650.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Sixteen and 50/100 (\$16.50) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of land lying and being in Allegany County, Maryland and commonly known and designated as all of Lot No. 13 on the Flat of "Skipton Dale Addition" in Allegany County, Maryland, in Election District No. 7 said Addition having been laid out for Carl F. Schmutz on April 12th, 1929, and being more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of the McMullen Highway distant North 46 degrees 25 minutes East 100 feet from the Southeasterly side of "Skipton Lane" said point of beginning being also at the intersection of Lots Nos. 13 and 14 of said Addition and running thence from said point of beginning North 46 degrees 25 minutes East 50 feet to the intersection of Lots No. 12 and 13 South 43 degrees 35 minutes East 200 feet, thence South 46 degrees 25 minutes West 50 feet to the intersection of Lots No. 13 and 14 of said Addition, and with said division line between Lots No. 13 and 14 North 43 degrees 35 minutes West 200 feet to the beginning.

It being a part of the same property conveyed by Tasker G. Lowndes, (unmarried) to Carl F. Schmutz and Esther C. Schmutz his wife by deed dated May 1st, 1925, and recorded in Liber No. 150, folio 372, one of the Land Records of Allegany County, Maryland, and being the same property conveyed to Joseph R. Galliher and Bessie C. Galliher, his wife, by Moses C. Miller and Anna Miller his wife, by deed dated the 18th day of April, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 203, folio 513.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen hundred and fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Lynn C. Lashley Joseph R. Galliher (SEAL)
Bessie C. Galliher (SEAL)
(Notarial Seal) (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 6th day of January in the year nineteen hundred and ~~xxxxx~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph R. Galliher and Bessie C. Galliher his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
Lynn C. Lashley
Notary Public

Albert Blamble et al Trustees

To Filed and Recorded January 6th 1950 at 12:10 P.M.

First Federal Savings and Loan Association of Cumberland

Mortgage

(Stamps \$18.70)

This Mortgage, Made this 30th day of December in the year Nineteen Hundred and Forty-Nine by and between Albert Blamble, Emory J. Crites, A.C. Eshelman, George Hendrickson, Sheridan Miles, Robert P. Mertens, Thomas W. Murray, John Rodcap and Lester Jewell, Trustees of Zion Methodist Church of Allegany County, Maryland, an unincorporated society of Allegany County, Maryland, in the 5th County, Maryland and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventeen Thousand (\$17000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One hundred and thirty-four and 44/100 (\$134.44) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece, or parcel of ground situated on the Bedford Road, Northeast of the City of Cumberland in Election District No. 5 in Allegany County, Maryland, being more particularly described as follows:

BEGINNING at a stone, and a corner-post of three fences, marking the common corner of the tract which was conveyed to the present Grantor by John J. Stapleton and Annie F. Stapleton his wife, by deed dated November 13, 1907 and recorded in Liber 102, Folio 373, of the Land Records of Allegany County, Maryland, and of the tract conveyed to William F. McElfish by Hosea H. Kennedy and Ophelia Kennedy, his wife, by deed dated April 2, 1896, and recorded in Liber 78, Folio 598, of said Land Records of which latter tract this is a part, and running thence by part of the boundary line between the aforesaid two tracts (corrected by true meridian course and by horizontal measurement) South fifty-nine and one-fourth (59-1/4) degrees East five hundred thirty-eight (538) feet to a steel stake corner of the Boyle lot on the Westerly margin of the Bedford Road; thence by said road North thirty and three-fourths (30-3/4) degrees East two hundred (200) feet to a stake; thence by a new division line North fifty-nine and one-fourth (59-1/4) degrees West five hundred thirty-six (536) feet to a stake; thence South thirty-one and one-fourth (31-1/4) degrees West two hundred (200) feet to the beginning.

It being the same property conveyed to the Trustees of Zion Methodist Church of Allegany County, Maryland, by Hannah B. McElfish widow by deed dated the 21st day of April, 1947, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 214, folio 572. Said property being subject however, to the covenants, conditions and restrictions set forth in said deed.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventeen Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Emory J. Crites (Seal)
A. C. Eselman (Seal)
Sheridan Miles (Seal)
Thomas W. Murray (Seal)

Albert Blamble (SEAL)
George Hendrickson (SEAL)
Robert P. Mertens (SEAL)
Lester Towell (SEAL)

ATTEST: Anna T. Light, John Rodacap, (Trustees of Zion Methodist Church of Allegany County, Maryland, an unincorporated society).

I hereby certify, That on this 30 day of December

in the year nineteen hundred and forty nine, before me, the undersigned, a Notary Public of the State of Maryland, in and for said County, personally appeared Albert Blamble, George Hendrickson, Sheridan Miles, Robert P. Mertens, Thomas W. Murray, John Rodacap, A. C. Eselman, and the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

My commission expires May 7, 1951.

Anna T. Light
Notary Public

Joseph K. Trenton et ux
To

Filed and Recorded January 6th 1950 at 3:10 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$.55)

This Mortgage, Made this 6th day of January in the year Nineteen Hundred and ~~Forty~~ Fifty by and between Joseph K. Trenton and Laura A. Trenton, his wife,

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Eight Hundred (\$800.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifteen and 10/100 (\$15.10) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the Southeasterly side of Frederick Street in Cumberland, Maryland, known and designated as part of Lot No. 122 in Gephart's Bedford Road Addition to Cumberland, and described as follows:

BEGINNING at a point on the Southeasterly side of Frederick Street at the end of the first line of Lot No. 121, in said Addition, and running thence with said Frederick Street, North 41 degrees 18 minutes East 30 feet; thence at right angles to Frederick Street, South 48 degrees 42 minutes East 115 feet to the Northwesterly side of Woodlawn Terrace, and with it, South 41 degrees 18 minutes West 30 feet to the end of the second line of said Lot No. 121; and with said second line reversed, North 48 degrees 42 minutes West 115 feet to the place of beginning.

It being the same property conveyed by Frank D. Welch and Ada E. Welch, his wife, to Joseph K. Trenton and Laura A. Trenton, his wife, by deed dated the 25th day of January, 1939 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 182, Folio 493.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un here and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison (SEAL)
Joseph K. Trenton (SEAL)
Laura A. Trenton (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 6th day of January in the year nineteen hundred and Forty Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph K. Trenton and Laura A. Trenton, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Gerald L. Harrison Notary Public
 Cumberland, Maryland, July 10, 1950.
 For value received, the First Federal Savings and Loan Association of Cumberland hereby releases the within and foregoing mortgage. Witness the signature of Lynne C. Keshley, its Executive Vice President and the Corporate Seal of said Corporation, attested by its Secretary, the day and year above written.
 Attest:
 By Lynne C. Keshley First Federal Savings and Loan Association of Cumberland
 Secretary By Lynne C. Keshley
 (Corporate Seal) 7/19/50. President

Walter A. McKinney et ux

Mortgage

To

Filed and Recorded January 11th 1950 at 9:40 A.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$19.25)

This Mortgage, Made this 9th day of January in the year Nineteen Hundred and Forty Five by and between Walter A. McKinney and Ola McKinney his wife,

of Cumberland County, in the State of Maryland part ias of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventeen Thousand, Seven Hundred and Fifty (\$17,750.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of One Hundred and Seventy-seven and 50/100 (\$177.50) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: First: All that certain piece or parcel of ground situated in Election District No. 29, in Allegany County, Maryland, and lying on the Easterly side of a proposed road (said proposed road extending from the Vocke road to the Western Maryland Railroad right-of-way) and being a part of a large tract of land conveyed to Mary H. Vocke by Austin A. Wilson, et al, Trustees, by a deed dated June 2, 1910, and recorded in Liber 106, folio 190, among the Land Records of Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a stake on the Easterly side of aforesaid proposed road, distant South 10 degrees West 243.68 feet from an iron pipe at the Northwest corner of Walter Leo Haines lot, and running thence at a right angle to said road, South 80 degrees East 135 feet to a stake; thence in a line parallel to said road, South 10 degrees West 495 feet more or less to the North-erly right-of-way line of the Western Maryland Railroad Company; thence with said right-of-way line, North 82 degrees 06 minutes West 135.1 feet to a stake on the Easterly side of aforesaid proposed road; thence with said Easterly side of road, North 10 degrees East 500 feet more or less to the beginning. According to a survey made by Carl A. Low, Surveyor.

It being the same property conveyed by Mary H. Vocke and Frank J. Vocke her husband to Walter A. McKinney, by deed dated the 8th day of January, 1948, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 223, folio 666.

Second: All that lot or parcel of ground situated in the City of Cumberland, Allegany County Maryland, known as Lot No. 78 as shown on the map of Edgewood Park Addition to Cumberland, Maryland, recorded in Plat Box No. 106, one of the Land Records of Allegany County, Maryland, which said Lot No. 78 is more particularly described as follows:

BEGINNING for the same at a point on the Southerly side of Ashland Avenue distant South 64 degrees 18 minutes East 120 feet from the intersection of the Southerly side of Ashland Avenue with the easterly side of Piedmont Avenue, and running thence with the Southerly side of Ashland Avenue, South 64 degrees 18 minutes East 40 feet; thence South 25 degrees 42 minutes West 100 feet; thence North 64 degrees 18 minutes West 40 feet; thence North 25 degrees 42 minutes East 100 feet to the place of beginning.

It being the same property conveyed by William R. Carscaden, Trustee, to Walter A. McKinney and Ola McKinney, his wife, by deed dated the 9th day of February, 1948, and which is recorded in Liber No. 219, Folio 118, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, themselves, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventeen thousand, seven hundred and fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Lynn C. Lashley Walter A. McKinney (SEAL)
Ola McKinney (SEAL)
George W. Legge (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 9th day of January in the year nineteen hundred and ~~1950~~ Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Walter A. McKinney and Ola McKinney his wife,

the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Lynn C. Lashley
Notary Public

Richard L. Swartzwelder et ux

Mortgage

To Filed and Recorded January 11th 1950 at 9:40 A.M.

First Federal Savings and Loan Association of Cumberland

This Mortgage, Made this 9th day of January in the

year nineteen hundred and Fifty by and between Richard L. Swartzwelder and Sara K. Swartzwelder his wife

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

That the said mortgagor s has this day loaned to the said mortgagor s, the sum of Twenty Two Hundred and Eight (\$2280.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-two and 80/100 (\$22.80) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on Yale Street in the Bellevue Addition to the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 3 Block N in said Addition, and particularly described as follows:

BEGINNING for the same at a point on the Westerly side of Yale Street at the end of the first line of Lot No. 2 Block N in said Addition, and running thence with the Westerly side of said Yale Street, North 32 1/2 degrees East 50 feet; thence at right angles to said Yale Street North 57 1/2 degrees West 110 feet to a twenty foot alley; and with it South 32 1/2 degrees West 50 feet to the end of the second line of said Lot No. 2, Block N. in said Addition; and thence reversing said second line South 57 1/2 degrees East 110 feet to the place of beginning.

It being the same property conveyed by Ralph O. Robertson and Margaret J. Robertson his wife, to Richard L. Swartzwelder and Sara K. Swartzwelder, his wife, by deed dated the 9 day of January 1950, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-two hundred and eighty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison (SEAL)
Richard L. Swartzwelder (SEAL)
Sara K. Swartzwelder (SEAL)
Richard L. Swartzwelder and Sara K. Swartzwelder his wife (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 9th day of January in the year nineteen hundred and ~~xxx~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Richard L. Swartzwelder and Sara K. Swartzwelder his wife the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Gerald L. Harrison
 Notary Public

Lena N. Swanger et vir

Chattel Mortgage

To Filed and Recorded January 10th 1950 at 8:30A.M.

Family Finance Corporation

(Stamps \$.55)

THIS CHATTEL MORTGAGE, Made this 9 day of January 1950
 by Swanger, Lena N. and Gilbert W. (Her Husband)

Cumberland of the City of Allegany
County

State of Maryland, hereinafter called "Mortgagor," to FAMILY FINANCE CORPORATION
 a body corporate,

121 Baltimore St., Cumberland, Md., hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Six Hundred--no/100 Dollars (\$ 600.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. Rt #2 Moore's Hollow Street

in said City of Cumberland-Allegany, in said State of Maryland, that is to say:
 1 sofa bed, 1 Motorola battery radio, 1 linoleum rug, 1 straight chair 2 occasional chairs,
 1 library table, 1 Storm heatrola, 1 end table, 1 rocker chair, 1 coffee table, 1 linoleum rug,
 4 chairs, 1 table, 1 ice box, 1 M.W. cook stove, 1 utility cabinet, 1 kitchen cabinet, 1 M.W.
 4-burner oil stove, 1 oak bed, 1 metal bed, 1 single metal bed, 1 oak dresser, 1 oak dressing
 table, 1 chest of drawers, 1 painted dresser, 1 wash stand, 1 painted dresser, 1 linoleum rug,
 1 painted wash stand, 1 Singer sewing machine

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in
 Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Six Hundred--no/100 Dollars (\$ 600.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 15 successive monthly installments as follows: 15 installments of \$ 40.00 each; 15 installments of \$ each; installments of \$ each; payable on the 9 of each month beginning on the 9 day of February, 1950 with interest after maturity at 6% per annum, then these presents shall be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 45.00; and service charges, in advance, in the amount of \$ 20.00. In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagee; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, which ever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS S. Burns Norval W. Twigg (SEAL)
WITNESS Glen R. Chappell (SEAL)
WITNESS _____ (SEAL)

STATE OF MARYLAND COUNTY OF Allegany, TO WIT:

I HEREBY CERTIFY that on this 6 day of January 1950, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Norval W. Twigg the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared Glen R. Chappell

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.

(Notarial Seal)

Daisy V. Aldridge

Notary Public.

Thomas S. Post et ux Filed and Recorded January 11th 1950 at 9:50 A.M.
Margaret C. Faaga

Mortgage
(Stamps \$3.30)

This Mortgage. Made this 10th day of January

in the year Nineteen Hundred and fifty, by and between

Thomas S. Post and Nellie H. Post his wife,

of Allegany County, in the State of Maryland

part ies of the first part, and Margaret C. Faaga

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part in the full sum of Three Thousand Dollars (\$3,000.00) which was day advanced by the party of the second part to the parties of the first part in the form of a mortgage loan; and WHEREAS, said sum of Three Thousand Dollars (\$3,000.00) is payable by the parties of the first part to the party of the second part one year from the date hereof, together with interest thereon at the rate of 5% per annum payable semi-annually and with the privilege to the parties of the first part of paying off all or any part of the principal mortgage indebtedness at any interest paying period.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit: All those adjoining pieces or parcels of land situated, lying and being in the City of Cumberland, Allegany County, Maryland, particularly described as follows:

1st: All that lot or parcel of ground situated on the Easterly side of Louisiana Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot Number 10 in Block No. 17 in Cumberland Heights Addition, and particularly described as follows, to-wit:

BEGINNING for the same on the Easterly side of Louisiana Avenue at the end of the first line of Lot Number 9 of said Block, and running thence with the Easterly side of said Avenue, North 7 degrees 42 minutes East 35 feet; then at right angles to said Avenue South 82 degrees 18 minutes East 130 feet to the Westerly side of a 20 foot alley; then with said side of said alley, South 7 degrees 42 minutes West 35 feet to the end of the second line of said Lot Number 9; then with said second line reversed, North 82 degrees 18 minutes West 130 feet to the place of beginning.

BEING the same property conveyed unto the said Thomas S. Post et ux by Theodore Jethro Brant, et ux, by a deed dated May 13, 1925, and recorded in Liber 150, folio 433, one of the Land records of Allegany County, Maryland.

2nd: All that lot or parcel of ground situated on Louisiana Avenue in the City of Cumberland, Allegany County and State of Maryland unknown as Lot Number 11 of Block No. 17 of the Johnson Heights Addition to Cumberland as shown on the Plat of said Johnson Heights Addition dated April, 1936, and recorded among the Land records of Allegany County in Plat Case No. 130, said lot being described as follows, to-wit:

BEGINNING at a point on the Easterly side of Louisiana Avenue where line dividing Lots Nos. 11 and 12 of said Addition intersects the same and running thence along the Easterly side of said Avenue, South 2 degrees 51 minutes West 35 feet to line dividing Lots Nos. 11 and 10 of said Addition; thence at right angles to said Avenue South 87 degrees 9 minutes East 130 feet to an alley; thence with said alley, North 2 degrees 51 minutes East 35 feet to aforesaid line dividing Lots Nos. 11 and 12 of said Addition; thence North 37 degrees 9 minutes West 130 feet to the place of beginning. All courses refer to the True Meridian.

BEING the same property conveyed unto the said Thomas S. Post, by Anna Whiting James, et al by a deed dated December 18, 1940, and recorded in Liber 188, folio 602 of said Land Records.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs, executors, administrators or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her

heirs, executors, administrators and assigns, or Lewis M. Wilson, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their personal representatives, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand and 00/100 Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, her heirs or assigns, to the extent of her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest	Thomas S. Post	(Seal)
	Nellie K. Post	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 10th day of January in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas S. Post and Nellie K. Post his wife,

and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Lewis M. Wilson, attorney and agent for

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath in due form of law that he is the attorney and agent for the within named mortgagee and duly authorized to make

WITNESS my hand and Notarial Seal the day and year aforesaid. this affidavit.
(Notarial Seal) Phyllis Feaga
Notary Public

DeSales McDermitt et ux
To The First National Bank of Mount Savage, Maryland

This Mortgage, Made this 30th day of December in the year Nineteen Hundred and forty-nine, by and between DeSales McDermitt and MaryPauline McDermitt, his wife,

of Allegany County, in the State of Maryland, part ies of the first part, and The First National Bank of Mount Savage, Maryland, a national banking corporation

of Allegany County, in the State of Maryland, part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of Fifteen Hundred and Seventy Five Dollars (\$1,575.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith, payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

~~the following property, to-wit:~~

All those certain pieces or parcels of ground lying and being in the Village of Mount-Savage, Allegany County, Maryland, and known as Lots 27 and 28 on the plat of the Real Estate of Raphael Logsdon deceased, and which said plat is filed in No. 389 Equity in the Circuit Court of Allegany County, Maryland, said lots being more particularly described as follows, to wit: LOT 27: BEGINNING for the same at a stake marked 27 standing at the end of the first line of Lot No. 26 on said plat, and running North 23 degrees West 46 feet, North 60 degrees East 165 feet South 23 degrees East 46 feet to the end of the second line of Lot No. 26 and then by a straight line to the place of beginning.

LOT NO: 28: BEGINNING at a stake marked 28, standing at the end of the first line of Lot No. 27 on said plat, and running thence North 22 degrees West 66 feet, North 60 degrees East 165 feet, South 22 degrees East 66 feet to the end of the second line of Lot No. 27 and then by a straight line to the place of beginning.

IT BEING the same property conveyed by David M. Steele, Sheriff, to DeSales McDermitt and Mary Pauline McDermitt his wife by deed dated February 5, 1944, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 198, folio 463.

EXCEPTING however, all that part of the above property which was conveyed by MaryPauline McDermitt and DeSales McDermitt, her husband, to Henry C. Pfister and Beulah P. Pfister his wife by deed dated June 30, 1947, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 216, folio 14.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Mount Savage, Maryland, its successors or assigns, the aforesaid sum of Fifteen Hundred and Seventy five dollars and no part thereof, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The First National Bank of Mount Savage, Maryland, its successors and assigns or

~~Matthew J. Mullaney~~ its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Hundred Dollars (\$1,500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its ~~the~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Mary T. Reagan

DeSales McDermitt (Seal)

Mary Pauline McDermitt (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 30th day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared DeSales McDermitt and Mary Pauline McDermitt, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L.A. Fannon Cashier of The First National Bank of Mount Savage, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said L.A. Fannon further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit.

(Notarial Seal)

Mary T. Reagan

Notary Public

Milton T. Leasure et ux Filed and Recorded January 12th 1950 at 9:50 A.M. Mortgage
Margaret Hosken

This Mortgage,

Made this 29th day of December

in the year Nineteen Hundred and Forty Nine, by and between Milton T. Leasure and Nellie L. Leasure his wife,

of Allegany County, in the State of Maryland parties of the first part, and Margaret Hosken

of Allegany County, in the State of Maryland parties of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Dollars (\$2,000.00) which said sum the parties of the first part promise to pay to the order of the party of the second part in consecutive monthly installments of not less than Thirty Dollars (\$30.00) a month the same including interest at the rate of Six Per Centum (6%) Per Annum, adjustments to be made semi-annually, and payable monthly until the full sum with interest has been paid and satisfied. The sum hereby secured being in part purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part her

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground in Cresap Park Addition, in District No. 7 in Allegany County, Maryland, which addition is near the Celanese Plant near Cresaptown, Maryland, said lot being known as part of Lot No. 33 of Cresap Park Addition, which said part is described as follows:

BEGINNING for the same at a point on the Northerly side of Valley View Drive distant 139-8/10 feet measured in a Southwesterly direction along the Northerly side of said Valley View Drive from its intersection with the Westerly side of Darrows Lane and running thence with the Northerly side of Valley View Drive, South 40 degrees 15 minutes West 45 feet to the Easterly side of a 10 foot alley; thence with the Easterly side thereof, it being parallel to Darrows Lane, North 31 degrees West 122-33/100 feet to the division line between Lots Nos. 37 and 38; thence with said division line North 59 degrees East 42-6/10 feet to intersect a line drawn North 31 degrees West from the place of beginning; thence reversing said intersecting line South 31 degrees East 107-87/100 feet to the place of beginning.

IT BEING the same property which was conveyed unto the parties of the first part by Parker W. Breedlove and Catherine M. Breedlove, his wife, by deed dated December 29th, 1949, and duly recorded among the Land records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Two Thousand Dollars (\$2,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, her

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Dollars (\$2,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest
Edw. J. Ryan
Mrs. Nellie L. Leasure (Seal)
Milton T. Leasure (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 29th day of December

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Milton T. Leasure and Nellie L. Leasure his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Margaret Hosken

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Edward J. Ryan

Notary Public

Robert L. Coffey et ux
To
Emory F. Showman

Filed and Recorded January 12" 1950 at 1:20 P.M.

Chattel Mortgage
(Stamps \$1.10)

This Mortgage,

Made this twelfth day of January in the year Nineteen Hundred and fifty, by and between

Robert L. Coffey and Margaret N. Coffey his wife,

of Allegany County, in the State of Maryland, parties of the first part, and Emory F. Showman

of Allegany County, in the State of Maryland, part Y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Eleven Hundred Dollars, (\$1100) to be repaid with interest at the rate of Six Per Centum (6%) per annum, computed monthly on unpaid balances said indebtedness to be amortized by the payment of at least Sixty Dollars (\$60.00) per month on the principal and the interest accruing thereon, the first monthly payment being due (1) one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accruing thereon, is paid in full, said monthly payment being first applied to the accrued interest and the balance thereof to the principal, to secure which said principal, together with the interest accruing thereon, these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert L. Coffey and Margaret N. Coffey his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Emory F. Showman, his

heirs and assigns, the following personal property located in Coffey's Coffee Shop located at 170 N. Centre Street, Cumberland, Allegany County Maryland, to-wit:

one half case heat treated tumblers; one #9818 stock and lid; one potato masher; one stainless steel ladle, six ounces; eight bread baskets; one bloom field potato cutter; one #9818 stock pot; one 6 cut pie marker; one deluxe double menu holders; two dozen salt and pepper shakers; one dozen milk shake glasses; one dozen ash trays; one #9818 stock pot lid; one wearever #5245 mix bowls; one pie case; two #720 garbage cans; one dozen plastic sundae holders; one thousand sundae cups; one Magic Chef #640 range; one Hot Point fryer; one Corey four-burner coffee maker; one two-slice Toastmaster; one dishwasher; two counter seat clampons; two cookie jars; two coat hangers--wall type; one Hamilton Beach mixer; two dozen nine inch pie pans; four refrigerator pans with lids; three tall Duro Chrome stools; one gallon Simoniz; one dozen chili bowls; six dozen green band cups; six dozen green band saucers; six dozen green band 6 3/4 inch plates; two dozen green band soup bowls; one dozen green band 9 3/8 inch plates; one dozen green band 10 1/2 inch plates; two dozen green band composition plates; five sixths dozen green band sugar bowls; two dozen 3 inch green band fruit cups; six dozen glass creamers; two A.H. glass pitchers; six dozen Liberty teaspoons; three dozen Empire knives; three dozen Liberty forks; three dozen Liberty soup spoons; one silver tray; one spatula; one swinging can opener; one cheese cutter; one National cash register; one counter bar; three stools; one Coca Cola cooler; one book case; one stand and shelf; all other restaurant equipment, furniture, fixtures, and personal property located in the aforesaid restaurant.

Provided, that if the said Robert L. Coffey and Margaret N. Coffey his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Emory F. Showman, his

executor, administrator or assigns, the aforesaid sum of Eleven Hundred Dollars (\$1100.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Robert L. Coffey and Margaret N. Coffey, his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
Robert L. Coffey and Margaret N. Coffey his wife
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
Emory F. Showman, his

heirs, executors, administrators and assigns, or Harry I. Stegmaier
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said
Robert L. Coffey and Margaret N. Coffey his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said Robert L. Coffey and Margaret N. Coffey, his wife,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or their
assigns, the within conveyed personal property
to the amount of at least

Eleven Hundred (\$1100.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee his heirs or assigns, to the extent
of his or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seals of said mortgagor s

Attest Harry I. Stegmaier
Harry I. Stegmaier

Robert L. Coffey (Seal)
Margaret N. Coffey (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this twelfth day of January

in the year nineteen hundred and fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Robert L. Coffey and Margaret N. Coffey his wife

and they acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared Emory F. Showman

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Edith Holder

Notary Public

Mary E. Rhodes
To Nina M. Wentling
Filed and Recorded January 13th 1950 at 3:40 P.M.
(Stamps \$1.65)

This Mortgage. Made this 4th day of January
in the year Nineteen Hundred and fifty, by and between
Mary E. Rhodes (Widow)
of Allegany County, in the State of Maryland
part y of the first part, and Nina M. Wentling
of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, the said Mary E. Rhodes (Widow) stands indebted unto said Nina M. Wentling
in the just and full sum of Sixteen Hundred Fifty (\$1650.00) Dollars payable one year after
date with interest from date at the rate of six per cent per annum, payable monthly as it
accrues.

It is agreed by and between the parties hereto that the said party of the first part shall
make payments on said indebtedness in sum of Forty (\$40.00) Dollars per month.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said Mary E. Rhodes

do es give, grant, bargain and sell, convey, release and confirm unto the said Nina M.
Wentling all those lots or parcels of ground situated on Frederick Street, in the City of Cumb-
erland, Allegany County and State of Maryland and known and described as Lots Numbers 6 and 7 in
Gordon and Minke's Addition to the City of Cumberland and more particularly described as follows:

~~the within conveyed personal property to-wit:~~
Lot No. 6 Beginning at a post on the northwest side of Howard and Frederick Street and at
the end of the first line of Lot No. 5 of said Addition and running with said street North 36 1/2
degrees East 25 feet then North 53 1/2 degrees West 102 1/2 feet to alley No. 2 and with it South 30
degrees West 25 feet to the end of the second line of Lot No. 5 and with it reversed South 53 1/2
degrees East 100 feet to the beginning.

Lot No. 7. Beginning at a post on the northwest side of Howard and Frederick Street and at
the end of the first line of Lot No. 6 of said Addition and running with said street North 36 1/2
degrees East 25 feet then North 53 1/2 degrees West 105 feet to Alley No. 2 and with it South 30
degrees West 25 feet to the end of the second line of Lot No. 6 and with it reversed South 53 1/2
degrees East 102 1/2 feet to the beginning.

It being the same property which was conveyed to Edward T. Rhodes and Mary E. Rhodes, his
wife by deed from the Cumberland Improvement Company dated January 11, 1912 and recorded in
Liber No. 109 folio 234. (The said Edward T. Rhodes having died the entire title to this property
is vested in the said Mary E. Rhodes.)

Excepting however, from the operation of this mortgage, all that property conveyed by
Mary E. Rhodes (Widow) to Rosie J. Marshall by deed dated April 3, 1928 and recorded in Liber No.
158 folio 61, one of the Land Records of Allegany County, Maryland. This deed covers the rear
of the two above described lots.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Mary E. Rhodes her
heirs, executors, administrators or assigns, do and shall pay to the said

Nina M. Wentling, her
executor, administrator or assigns, the aforesaid sum of
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on her part to be
performed, then this mortgage shall be void.

Compared and attested
To Notary Public
Jan 14 1950

Mary E. Rhodes

Mary E. Rhodes

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

Nina M. Wentling bar

heirs, executors, administrators and assigns, or F. Brooke Whiting
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said Mary E. Rhodes

And the said _____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or _____

assigns, the improvements on the hereby mortgaged land to the amount of at least
Sixteen Hundred Fifty (\$1650.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness. the hand and seal of said mortgagor

Attest Mary E. Rhodes (Seal)

Ethel McCarty _____ (Seal)

_____ (Seal)

(Seal)

State of Maryland,

Alleghany County, to wit:

I hereby certify, That on this January day of 4th

in the year nineteen hundred and fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Mary E. Rhodes (Widow)

and _____ acknowledged the foregoing mortgage to be _____ her _____ act and deed; and at the same time before me also personally appeared F. Brooke Whiting Attorney for Nina M. Wentling the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Ethel McCarty
Notary Public

Roy A. Lewis et ux
10
Mae Belle True

Filed and Recorded January 16th 1950 at 11:28 A.M.

Chia Mortgage, Made this 16th day of January
PURCHASE MONEY
in the year Nineteen Hundred and Fifty, by and between

Roy A. Lewis and Shirley J. Lewis, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Mae Belle True, widow

of Allegany County, in the State of Maryland
part Y of the second part, WITNESSETH;

Whereas, the said parties of the first part stand indebted unto the party of the second part in the full and just sum of Twenty Six Hundred Dollars (\$2,600.00) to be repaid in monthly payments of at least Fifty Dollars (\$50.00) per month without interest, the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal sum secured hereby is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Roy A. Lewis and Shirley J. Lewis, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Mae Belle True, widow her

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated at the intersection of the Easterly side of Ontario (formerly Victoria) Street with the southerly side of Quebec (formerly Franks) Street in the City of Cumberland, Allegany County, Maryland, and being parts of Lots Nos. 21 and 22 in the East Land Company's Addition to Cumberland, Maryland, which said property is more particularly described as follows:

BEGINNING at the intersection of the Easterly side of Ontario (formerly Victoria) Street with the Southerly side of Quebec (formerly Franks) Street, in said addition and running thence with the Southerly side of Quebec Street, South 68 degrees 10 minutes East 39 feet to a point at the end of the fourth line of a certain deed from James Watson True, et ux to Judith E. Lewis, dated January 30, 1947 and recorded in Liber 213, folio 347 among the Land records of Allegany County, Maryland, and running thence with said fourth line reversed South 21 degrees 50 minutes East 80 feet to a point at the end of 25 feet on the third line of a deed from John J. Bartik, et ux, to James Watson True, et ux dated September 8, 1943 and recorded in Liber 197 folio 226 among the Land Records of Allegany County, Maryland, and running thence with the remainder of said third and all of the fourth lines of said last mentioned deed, North 68 degrees 10 minutes West 39 feet to the Easterly side of Ontario Street, thence with the Easterly side of said Ontario Street, North 21 degrees 50 minutes East 80 feet to the place of beginning.

IT BEING THE same property which was conveyed by Mae Belle True, Widow, to Roy A. Lewis, and Shirley J. Lewis, his wife, by deed of even date herewith, which said deed is intended to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Roy A. Lewis and Shirley J. Lewis his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Mae Belle True, widow, her
executor, administrator or assigns, the aforesaid sum of Twenty Six Hundred Dollars (\$2600.00)
~~within the time herein provided~~ as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Roy A. Lewis and Shirley J. Lewis his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt ~~and interest thereon~~, the said Roy A. Lewis and Shirley J. Lewis his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Mae Belle True, her

heirs, executors, administrators and assigns, or Gorman S. Getty at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Roy A. Lewis and Shirley J. Lewis, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Roy A. Lewis and Shirley J. Lewis, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Six Hundred Dollars (\$2,600.00) ~~Eighteen~~

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Celestine H. Rhind	Roy A. Lewis	(Seal)
Celestine H. Rhind	Shirley J. Lewis	(Seal)
		(Seal)
		(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 16th day of January

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Roy A. Lewis and Shirley J. Lewis, his wife,

and -- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Mae Belle True, widow,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Celestine H. Rhind

Notary Public

Frederick W. Theis et ux Filed and Recorded January 17th 1950 at 9:00 A.M. Mortgage
Wilbert R. Theis et ux (Stamps \$1.65)

This Mortgage. Made this 11th day of January in the year Nineteen Hundred and Fifty, by and between Frederick W. Theis and Loyola K. Theis his wife, of Allegany County, in the State of Maryland, parties of the first part, and Wilbert R. Theis and Margaret E. Theis his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the parties of the second part in the full and just sum of Fifteen Hundred Dollars (\$1,500.00) Dollars, which amount is this day loaned by the parties of the second part to the parties of the first part; of which sum is to be repaid at the expiration of Ten Years.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

Frederick W. Theis and Loyola K. Theis his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Wilbert R. Theis and Margaret E. Theis his wife, heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situate lying and being in Allegany County, Maryland, known and designated as Lot No. 42 in the first Addition to Bowling Green and more particularly described as follows:

Lot No. 42, First Addition, Beginning at a peg on the East side of Cresap Road at the end of the first line of Lot No. 41 and running thence with said road, South 41, degrees 40 minutes West 40 feet, thence South 48 degrees 20 minutes East 120 feet to a 20 foot alley, and with said alley North 41 degrees 40 minutes East 40 feet to the end of the second line of Lot No. 41 and with said second line reversed, North 48 degrees 20 minutes West 120 feet to the beginning.

It being the same property which was conveyed to Frederick W. Theis and Loyola K. Theis his wife, by L. Leslie Helmer et ux and George L. Buchanan, et ux by deed dated the 21st day of April, 1948, which said deed is recorded in Liber No. 220 Folio 187, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Frederick W. Theis and Loyola K. Theis, their heirs, executors, administrators or assigns, do and shall pay to the said Wilbert R. Theis and Margaret E. Theis, his wife, executor, administrator or assigns, the aforesaid sum of \$1,500.00 together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Entered 1/17/50
To Mr. Bowling Green Reg. 19 50

And it is Agreed that until default be made in the premises, the said

Frederick W. Theis and Loyola K. Theis his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Frederick W. Theis and Loyola K. Theis his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Wilbert R. Theis and Margaret E. Theis his wife,

heirs, executors, administrators and assigns, or Clarence Shutter, their Attorney at law, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Frederick W. Theis and Loyola K. Theis his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Frederick W. Theis and Loyola K. Theis his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred Dollars

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

George H. Frederick
George H. Frederick

Frederick W. Theis (Seal)

Loyola K. Theis (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 11th day of January

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Frederick W. Theis and Loyola K. Theis his wife,

and their acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbert R. Theis and Margaret E. Theis his wife, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

George H. Frederick

Notary Public

John A. Ferguson et ux

Filed and Recorded January 13th 1950 at 9:00 A.M.

Mortgage

Otis Wisman et ux

This Mortgage, Made this 17th day of January

in the year Nineteen Hundred and Fifty, by and between

John A. Ferguson and Grace M. Ferguson his wife

of Allegany County, in the State of Maryland

parties of the first part, and Otis Wisman and Elizabeth Wisman his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said parties of the second part, in the full and just sum of Five thousand (\$5,000.00) Dollars plus interest at the rate of 6% per annum, as is evidenced by their joint and several promissory note of even date herewith, which said sum of money is to be repaid at the rate of Fifty (\$50.00) Dollars per month, said sum to include interest at the rate of 6% per annum, interest to be adjusted at the end of every three months the first of said payment to be made on the 17th day of February 1950, and continue each and every month thereafter until the full sum of Five thousand (\$5000.00) Dollars, plus interest at the rate of 6% per annum is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

John A. Ferguson and Grace M. Ferguson his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Otis Wisman and Elizabeth Wisman his wife,

heirs and assigns, the following property, to-wit:

All that piece or parcel of ground in the City of Cumberland, Allegany County, State of Maryland, lying and being on the East side of Waverly Terrace in said City and described as follows: BEGINNING for the same at a point on the East side of Waverly Terrace and North 15 degrees East 100 feet from the beginning of the lot conveyed to H.C. Ogleby by deed from J. H. Holzshu and wife, recorded in Liber No. 73 folio 443 one of the Land Records of Allegany County, and running thence with said Terrace South 15 degrees West 50 feet to the first line of Lot No. 7 in Holzshu's Addition to the City of Cumberland then South 75 degrees East 75 feet; then North 15 degrees East 50 feet to the fourth line of Lot No. 8 in said Addition, and with said line North 75 degrees West 75 feet to the place of beginning.

It being the same piece or parcel of ground which was conveyed to John B. Steiding and Justina A. Steiding, his wife, by the First National Bank of Cumberland, deed dated the 29th day of April, 1941, which said deed is recorded in Liber No. 139 folio 673, one of the Land Records of Allegany County, Maryland.

It also being the same piece or parcel of land which was conveyed to John A. Ferguson et ux by John B. Steiding et ux, by deed dated this 17th day of January 1950, which said deed is to be recorded among the land records for Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John A. Ferguson and Grace M. Ferguson his wife, heirs, executors, administrators or assigns, do and shall pay to the said

Otis Wisman and Elizabeth his wife, executor, administrator or assigns, the aforesaid sum of Five Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
John A. Ferguson and Grace M. Ferguson his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said

John A. Ferguson and Grace M. Ferguson his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Clarence Shutter, Trustee
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

John A. Ferguson and Grace M. Ferguson his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said John A. Ferguson and Grace M. Ferguson his wife,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least
(\$5000.00) Five Thousand Dollars,

Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent
of their their lion or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest George H. Tederick
George H. Tederick

John A. Ferguson (Seal)

Grace M. Ferguson (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 17th day of January

in the year nineteen hundred and Fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
John A. Ferguson and Grace M. Ferguson his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared Otis Wisman and Elizabeth Wisman his wife,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

George H. Tederick

Notary Public

Charles K. Blauch et ux

Second National Bank of Cumberland

Filed and Recorded January 18th 1950 at 3:50 P.M.

Mortgage

This Mortgage, Made this sixteenth day of January

Purchase Money in the year Nineteen Hundred and Fifty

, by and between

Charles K. Blauch and Nellie B. Blauch his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland a national banking
corporation, with its principal place of business in Cumberland

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part
in the full and just sum of Forty Two Hundred Dollars, (\$4200.00) to be repaid with interest
at the rate of Four Per Centum (4%) per annum, computed monthly on unpaid balances, said in-
debtedness to be amortized over a Fifteen (15) year period by the payment of at least Thirty-
one Dollars and Seven Cents (\$31.07) per month on the principal and the interest accruing there-
on, the first monthly payment being due one (1) month from the date of these presents and each
and every month thereafter until the whole principal, together with the interest accruing
thereon, is paid in full, said monthly payment being first applied to the accrued interest and
the balance thereof to the principal, to secure which said principal, together with the
interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any
time without premium or fee the entire indebtedness or any part thereof not less than the
amount of one (1) installment, or One Hundred Dollars (\$100.00) whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said Charles K. Blauch and Nellie B. Blauch his wife

do give, grant, bargain and sell, convey, release and confirm unto the said
The Second National Bank of Cumberland, its successors

and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the northerly side of Warrior Drive in the
Town of Cresaptown, Allegany County, Maryland, being part of Lots No. 26 and 27 of the Craddock
Addition to Cresaptown, as shown on the plat recorded in Plat Case Box No. 129 of the Land
Records of Allegany County, Maryland, which said parcel is more particularly described as follows-

to-wit: BEGINNING for the same at an iron stake standing on the northerly side of Warrior Drive
(said Warrior Drive being the State Road joining the McMullen Boulevard and the Winchester Road)
and 20 feet from the center line thereof, said iron stake also standing at 35 feet on the first
line of Lot No. 26 in said addition, and running then with the remainder of said first line and
part of the first line of said Lot No. 27 and also with the northerly limits of said Warrior
Drive and 20 feet from the center line thereof (Magnetic Bearings as of the said plat--May,
1931--and with Horizontal Measurements) South 80 degrees 40 minutes East 50 feet to an iron stake,
then leaving said Warrior Drive at a right angle and cutting through the whole Lot No. 27 of
said Addition North 9 degrees 20 minutes East 147 feet to a locust stake standing on the third
line of said Lot No. 27 then with the remainder of the third line of said Lot No. 27 and part
of the third line of said Lot No. 26 and parallel with Warrior Drive North 80 degrees 40 minutes
West 50 feet to a locust stake, then leaving the third line of said Lot No. 26 at a right
angle South 9 degrees 20 minutes West 147 feet to the place of beginning.

Excepting the 10 foot right of easement, more or less, conveyed by Michael J. Craddock
et ux to the State Roads Commission of Maryland as shown on Plat No. 2765 of the Land Records
of Allegany County, Maryland.

BEING THE SAME Property which was conveyed unto the parties of the first part by deed of
Chelsie A. Liller et ux of even date which is intended to be recorded among the Land Records
of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles K. Blauch and Nellie B. Blauch his wife, the ir-
heirs, executors, administrators or assigns, do and shall pay to the said
Second National Bank of Cumberland its successors or assigns, the aforesaid sum of Forty Two Hundred Dollars (\$4200.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Charles K. Blauch and Nellie B. Blauch his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Charles K. Blauch and Nellie B. Blauch his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland, its successors

and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Charles K. Blauch and Nellie B. Blauch his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said Charles K. Blauch and Nellie B. Blauch his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least

Forty Two Hundred (\$4200.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seals of said mortgagors

Attest Angela W. McClure

Charles K. Blauch

(Seal)

Angela W. McClure

Nellie B. Blauch

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this sixteenth day of January

in the year nineteen hundred and fifty, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles K. Blauch and Nellie B. Blauch his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and

at the same time before me also personally appeared Joseph M. Naughton, President of the Second National Bank of Cumberland, a national banking corporation the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Joseph F. Stakem

Notary Public

John H. Frederickson et ux

To

Filed and Recorded January 20th 1950 at 10:45 A.M.

Mortgage

Lewis E. Harris et ux

Chas. Mortgage

PURCHASE MONEY

in the year Nineteen Hundred and

Made this Sixteenth day of January

Fifty

, by and between

John Frederickson and Joyce M. Frederickson, his wife,

of Allegany

County, in the State of Maryland

part ies of the first part, and Lewis E. Harris and Mary A. Harris, his wife,

of Allegany

County, in the State of Maryland

part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part for money borrowed, in the sum of Forty Four Hundred Ninety One Dollars (\$4,491.00) as evidenced by the Promissory Note of the said parties of the first part of even date herewith, for the sum of Forty Four Hundred Ninety One (\$4,491.00) Dollars payable on Demand with interest at the rate of Six Percent (6%) per Annum, unto the said parties of the second part, or their order, and

WHEREAS, it is agreed by the said parties of the first part herein that they shall pay in the reduction of the aforesaid note, at least the sum of Sixty Dollars (\$60.00) including the aforesaid interest, per Month, and that this Mortgage is given by the said parties of the first part as security for the aforesaid, note, and

WHEREAS, the money herein borrowed is for the purchase of the hereinafter described real estate and therefore this Mortgage is a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part,

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All of that parcel of land situated on the South West side of Maryland Avenue, as laid out on the Plat of South Westernport, by the Westernport Real Estate and Improvement Company a Corporation, in Allegany County, Maryland, improved by House Number Four Hundred (400) beginning for the same at the South West corner of the intersection of Maryland Avenue and Second Streets in said Town; thence running along the South West side of Maryland Avenue South Forty three (43) degrees forty (40) minutes East twenty four (24) feet ten (10) inches to a point; thence leaving Maryland Avenue and running along the partition line or wall of Houses Numbers 400 and 402, South forty six (46) degrees twenty (20) minutes West one hundred (100) feet to the North East side of a Ten (10) foot Alley; thence running along said Alley North forty three (43) degrees forty (40) minutes West twenty four (24) feet ten (10) inches to the South side of Second Street; thence running along the South side of Second Street North forty six (46) degrees Twenty (20) minutes East one hundred (100) feet to the South West side of Maryland Avenue and the place of beginning.

Being the same property as conveyed unto the said parties of the first part by the West Virginia Pulp and Paper Company a Corporation by deed dated January 4, 1950, which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage, and being also the same property as conveyed unto the said West Virginia Pulp and Paper Company by the Westernport Real Estate and Improvement Company, a Corporation, by deed dated November 8, 1918, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 125, Folio 493.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of Forty Four Hundred Ninety One Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. are hereby authorized and empowered, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Forty Four Hundred Ninety One & 00/100

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee s, their heirs or assigns, to the extent of -- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Horace P. Whitworth, Jr.

John H. Fredrickson (Seal)

Joyce M. Frederickson (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Sixteenth day of January

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

John H. Fredrickson and Joyce M. Frederickson, his wife,

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Lewis E. Harris and Mary A. Harris his wife,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Flanagan

Notary Public

Edward C. Kipe
To

Filed and Recorded December 30th 1949 at 2:00 P.M.

Chattel Mortgage

Lester Millenson t/a, etc.

This Chattel Mortgage Made this 22nd day of December, 1949

by and between Edward C. Kipe

R. #4 Oldtown Road of the City of Cumberland, Allegany County
State of Maryland hereinafter called the "Mortgagor," LESTER MILLENSON,
trading as NATIONAL LOAN COMPANY, Cumberland, Maryland (License No. 92), hereinafter called the "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$ 300.00), the actual amount lent by the Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount the Mortgagor hereby covenants to repay unto the Mortgagee as herein set forth, the said Mortgagor doth hereby bargain and sell unto the said Mortgagee the following described personal property, now located at No. R. #4 Oldtown Road Street aforesaid, that is to say:-

Make	Model	Year	Engine No.	Serial No.	Title No.
Chevrolet	Coupe	1941	AC-41039	12AC12-7534	D291149

OTHER ACCESSORIES:

TO HAVE AND TO HOLD the same unto the said Mortgagee, his personal representatives and assigns, forever.

PROVIDED, HOWEVER, that if the said Mortgagor shall pay or cause to be paid to the said Mortgagee, his personal representatives and assigns, at his regular place of business, the aforesaid principal sum of Three Hundred Dollars, (\$ 300.00), in fourteen successive monthly installments of Twenty-five dollars and 13/100 Dollars, (\$ 25.13), each, including interest before and after maturity at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 22nd day of January, 1950, together with a final 15th installment, covering any unpaid balance, including interest as aforesaid, which installment shall be payable on the 22nd day of March, 1951, then these presents shall be void.

The Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said mortgaged personal property from the above described premises without the consent in writing of the Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by the Mortgagee at any time.

In the event of default in any of the covenants or conditions hereof, or if the Mortgagor sell or offer to sell said mortgaged personal property, or any part thereof, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of the Mortgagee, without prior demand, and said Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of the Mortgagee to the Mortgagor, or if possession be withheld from the Mortgagee, the Mortgagee may obtain possession by any appropriate legal proceeding including the right of replevin. After such possession under the terms hereof, the Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

The Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to the Mortgagor at his or their last known address, notifying him or them that the Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of the Mortgagor (including the mortgagor's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder, therefore, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, the Mortgagee may substitute for the duly licensed auctioneer a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which the Mortgagor resides or in the City or County in which the Mortgagee is licensed, whichever the Mort-

gagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor agrees to keep the aforesaid mortgaged property insured during the continuance of this mortgage in some company suitable to the Mortgagee against loss of fire (and in case the property mortgaged is an automobile, against loss by fire, theft and collision) in an amount of not less than \$ -- and to cause said policy or policies to be so framed as to be payable in case of loss to the Mortgagee.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seals(s) of said Mortgagor(s).

WITNESS Helen Dye _____ Charles L. Reiber _____ (SEAL)
WITNESS _____ (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO-WIT:

I HEREBY CERTIFY that on this 23rd day of January, 1950, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Charles L. Reiber the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared LESTER MILLENSON, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as herein set forth.

WITNESS my hand and Notarial Seal

Geneva Stone
Notary Public

(NOTARIAL SEAL)

*Insert the word "including" or the word "with" as the circumstances may require.

Elmer Bierman et ux

Mortgage

To Filed and Recorded January 7" 1950 at 10:20A.M.

The Allegany Building Loan and Savings
Company of Cumberland, Maryland

THIS PURCHASE MONEY MORTGAGE, Made this 6th day of January in the year nineteen hundred and fifty

By and Between Elmer Bierman and Charlotte E. Bierman, his wife, of Allegany County in the State of Maryland, parties of the first part, and The Allegany Building, Loan and Savings Company of Cumberland, Maryland a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Witnesseth:

WHEREAS, the said parties of the first part being members of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance loan of Twenty-four Hundred and 00/100 dollars, on their twenty-four (24) shares, class "G" stock upon condition that a good and effectual mortgage be executed by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part,

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of one dollar, the said parties of the first part do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all that lot or parcel of ground situated about five (5) miles Southeast of the City of Cumberland, in Allegany County, Maryland, being a part of the Mexico Farms and this particular lot being a portion of Part No. 2 of Lot No. 2 as shown on the Plat of the sub-division of the Frederick Bierman Estate which is recorded in Liber 62, folio 68, one of the Judgment Records of said Allegany County, and particularly described as follows:

BEGINNING for the same at a point on the Northerly side of the County Road as shown on said Plat at a point thereon measured along said side of said Road South 66 degrees West 383.6 feet from the beginning point of whole Lot No. 2 Part 2 aforesaid (said beginning point of whole Lot No. 2 Part 2 aforesaid being the beginning point of the second parcel described in a deed from Clarence Shutter Trustee, to Carl F. J. Bierman, et ux dated March 23, 1929, and recorded in Liber 160, folio 257, one of the Land Records of said County;) and running thence along said North side of said County Road, South 66 degrees West 156.3 feet to a point; thence still with said Road, South 74 degrees 50 minutes West 25.7 feet to the 9th or last line of a tract of land conveyed to Frederick Bierman, et ux by James Crites, et ux by a deed dated March 18, 1916, and recorded in Liber 118, folio 179 of said Land Records; and with part of said last line reversed, North 00 degrees 47 minutes East 450 feet; thence by a straightline a distance of 386 feet, more or less, to the place of beginning. All bearings refer to the Magnetic Meridian of 1923.

BEING the same property conveyed unto the said Elmer Bierman, et ux by Carl Bierman Jr. et ux by a deed of even date herewith, intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage which is given to secure a portion of the purchase price paid by the mortgagor parties hereto for said property.

TOGETHER with the improvements thereon, and the rights privileges and appurtenances, thereunto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, That if the said parties of the first part, their heirs or assigns, make or cause to be made the payments and perform and comply with the covenants conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said, The Allegany

Building Loan and Savings Company of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say:

FIRST. To pay to the said Corporation, its successors or assigns, the said principal sum of Twenty-four Hundred and 00/100 dollars with interest thereon at the rate of 6% per annum, payable in monthly payments of not less than \$24.00 and interest, on or before the first Monday of each and every month, hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in February, 1950, at the office of the said, The Allegany Building Loan and Savings Company of Cumberland, Maryland,

SECOND. To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-four Hundred and 00/100 dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgagee. And in default of such insurance the mortgagee may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

PROVIDED, That if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland or its assigns or Lewis M. Wilson its or their duly constituted attorney to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs, or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

FIRST. To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party selling or making such sale.

SECOND. To the payment of all claims and demands of said mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part, their personal representatives, heirs and assigns, as their interest may appear, or to whosoever may be entitled to the same.

Witness the hands and seals of the said parties of the first part hesto the day and year first hereinbefore written.

Test: Miles S. Amick

Miles S. Amick

STATE OF MARYLAND
ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 6th day of January, in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland in and for Allegany County, personally appeared Elmer Bierman and Charlotte E. Bierman his wife and they acknowledged the foregoing mortgage to be their respective act:

Elmer Bierman (Seal)

Charlotte E. Bierman (Seal)

And at the same time before me also personally appeared Arthur H. Amick Secretary and Agent of the within named mortgage, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year aforesaid.

(Notarial Seal)

Miles S. Amick, Notary Public.

Thomas E. Dunn^{Jr.} et ux

To

Filed and Recorded January 9th 1950 at 11:40 A.M.

Cumberland Savings Bank of Cumberland, Maryland

Mortgage

THIS MORTGAGE Made this January day of 7th in the year Nineteen Hundred and Fifty by and between Thomas E. Dunn and Mary M. Dunn, his wife, of Allegany County, in the State of Maryland parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland a corporation duly incorporated under the laws of the State of Maryland, of Cumberland, Allegany County in the State of Maryland party of the second part, WITNESSETH:

WHEREAS, the said Thomas E. Dunn and Mary M. Dunn his wife stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland in the just and full sum of Sixteen Hundred (\$1600.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$20.00 per month plus interest.

This mortgage is for the balance of the unpaid purchase price of the property hereinafter described and is therefore a Purchase Money Mortgage.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said Thomas E. Dunn and Mary M. Dunn his wife do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Northwest side of Springdale Street, being part of Lot "B" of the John C. Whalley lots as shown on a plat recorded in Liber No. 143, folio 630 one of the Land Records of Allegany County, in the City of Cumberland, Allegany County, State of Maryland and more particularly described as follows, to wit: Beginning for the same at an iron stake standing on the Northwest side of Springdale Street, and South 32 degrees and 7 minutes West, 76 feet, from the point of intersection of the said Northwest side of Springdale Street and the Southwest side of Clayborne Street, said iron stake also stands at the beginning of the whole parcel of ground of which this is a part as conveyed by Raymond S. Largent et ux to Lewis S. Easton et ux by deed dated the 24th day of February, 1947 and recorded in Liber No. 213, folio 665, one of the Land Records of Allegany County, said iron stake also stands at the end of the first line of the parcel of ground conveyed by Thomas Maltby et ux to Dennis Mankamer et ux by deed dated the 14th day of May 1928, and recorded in Liber No. 158 folio 239 one of the

Compared and Verified
in the City of
Cumberland, Md.
Jan 15 1950

Land Records of Allegany County, and running thence with the first line of the said Easton Parcel of ground, and also with the second line of the said Mankamer parcel of ground, and also with the present line of fence (with bearings as of the said plat of John C. Whalley lots and with horizontal measurements) North 63 degrees and 41 minutes West, 120-2/10 feet to an iron stake standing on the southeast side of a 12 foot alley, thence with the Southeast side of the said alley and also with part of the second line of the said Easton whole parcel of ground, South 28 degrees and 11 minutes West, 16-1/10 feet to an iron stake, thence leaving the said second line of the Easton parcel of ground and also the said alley and cutting into the whole property, South 62 degrees and 43 minutes East, 78-5/10 feet to the point of intersection of the Northwest plane of the double dwelling situated on the said Easton whole parcel of ground and the center of the partition wall of the said double dwelling, thence with the center-line of the said partition wall and extended to the aforementioned Northwest side of Springdale Street, South 58 degrees and 25 minutes East, 40-3/10 feet to an iron stake standing at 23-8/10 feet on the fourth line of the said Easton whole parcel of ground, thence with the remainder of the said fourth line and also with the aforementioned Northwest side of Springdale Street, North 32 degrees and 7 minutes East 21-2/10 feet to the beginning.

It being the intention of this deed to convey to the said Thomas E. Dunn and Mary M. Dunn his wife, one-half of the double dwelling situated on the aforementioned Easton whole parcel of ground, the said one-half of the dwelling being situated on the property herein described and that the division line between the property herein described and the remainder of the said Easton whole property within the said double dwelling, go with the existing line of partition.

It being part of the same property which was conveyed by Raymond S. Largent et ux to Lewis S. Easton et ux by deed dated the 24th day of February 1947 and recorded in Liber No. 213 folio 665 one of the Land Records of Allegany County, Maryland.

It being also the same property which was conveyed to Thomas E. Dunn and Mary M. Dunn his wife, by Lewis S. Easton and Gracie May Easton his wife, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

TOGETHER with the buildings and improvements thereon, the the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Thomas E. Dunn and Mary M. Dunn his wife their heirs, executors, administrators or assigns do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns the aforesaid sum of Sixteen Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Thomas E. Dunn and Mary M. Dunn his wife, may hold and possess the aforesaid property upon paying in the meantime all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, the said Thomas E. Dunn and Mary M. Dunn, his wife hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland heirs, executors, administrators and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary and

to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Thomas E. Dunn and Mary M. Dunn his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said Thomas E. Dunn and Mary M. Dunn further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Hundred Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fires to inure to the benefit of the mortgagee its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Attest: Ethel McCarty

Thomas E. Dunn Jr. (Seal)

Mary M. Dunn (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this Seventh day of January in the year nineteen hundred and Fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas E. Dunn and Mary E. Dunn his wife and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton Vice President of the Cumberland Savings Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. and the said Marcus A. Naughton further made oath in due form of law that he is the Vice President of the Cumberland Savings Bank and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ethel McCarty, Notary Public.

John Kirk Jr. et ux

To Filed and Recorded January 10th 1950 at 11:30 A.M.

Mortgage

(Stamps \$.55)

Irving Millenson

THIS MORTGAGE Made this 7th day of January in the year Nineteen Hundred and Fifty by and between John Kirk Jr. and Macel D. Kirk his wife, of Allegany County in the State of Maryland, parties of the first part and Irving Millenson, of Allegany County in the State of Maryland, party of the second part, Witnesseth:

Created and
m. t. e. city
Jan 18 1950

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$560.00 this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of 6% per annum in monthly installments of \$20.00 each; said payments include both principal and interest which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or ^{more} monthly payments.

AND WHEREAS this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments by Chapter 923 of the Laws of Maryland, 1945 or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property to-wit:

ALL that certain parcel of land situate in Election District No. 7 in Allegany County, Maryland, also on the northwesterly side of the old Cumberland Road, more particularly described by metes and bounds as follows:

BEGINNING at an iron stake in the west edge of the Old Cumberland Road, the beginning corner of the tract of which this is a part, and running thence with a portion of the first original line (old calls) North 45 degrees 00 minutes East 100 feet to another iron stake in said road located South 77 degrees 39 minutes East 37 feet from the nearest corner of the house on the lot; thence making division line, North 45 degrees 19 minutes West 72.08 feet to a stake in the third original line, 116 feet from the beginning thereof; thence with a portion thereof, South 31 degrees 30 minutes West 96.43 feet to a stake, last original corner, thence with the last original line, South 37 degrees 25 minutes East 50 feet to the place of beginning.

IT being the same property which was conveyed by Lelah B. Davis to John Kirk Jr. et ux by deed dated October 10, 1949, and recorded in Deeds Liber 227, folio 227, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns the aforesaid sum of Five Hundred Sixty Dollars (\$560.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust and the said party of the second part, his heirs, executors, administrators and assigns, or Cobey,

Carscaden and Gilchrist its, his her or their duly constituted attorneys or agents are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred Sixty (\$560.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: Maxine Wilmot

John Kirk Jr. (Seal)

Maxine Wilmot

Macel D. Kirk (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 7th day of January in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared John Kirk, Jr. and Macel D. Kirk, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Edward V. Marsh et al Trustees

To

Potomac Coach Lines Incorporated

Filed and Recorded January 10th 1950 at 1:10 P.M.

PARTIAL RELEASE OF DEED OF TRUST

Partial Release of Deed of Trust

Certified and
 Notary Public
 Maxine Wilmot
 Jan 18 1950

Deed of Trust
from
POTOMAC COACH LINES, INCORPORATED
to
EDWARD W. MARSH AND L. I.
RICE, Trustees; MELLON
NATIONAL BANK AND TRUST COMPANY
beneficial owner and holder.

Dated November 2, 1949.
Recorded in the Office of the Clerk of the
County Court of Berkeley County, West Virginia
in Deed of Trust Book No. 100, page 145, and
in the Office of the Clerk, Allegany County,
Maryland, in Liber No. 228, folio No. 503.
Debt \$90,607.42.

WHEREAS, POTOMAC COACH LINES, INCORPORATED (hereinafter called the "Company")
a West Virginia corporation, is indebted to Mellon National Bank and Trust Company (hereinafter
called the " Bank") a national banking association, in the amount of \$90,607.42, with interest
and as security therefor has executed and delivered the above captioned Deed of Trust dated
November 2, 1949, to Edward W. Marsh and L. I. Rice as Trustees, the Bank being the beneficial
owner of the debt secured by said Deed of Trust; and

WHEREAS, said Deed of Trust was recorded in the Office of the Clerk of the County Court,
Berkeley County, West Virginia, on November 2, 1949, in Deed of Trust Book No. 100 page 145, and
in the Office of the Clerk, Allegany County, Maryland, on November 3, 1949, in Liber No. 228,
folio No. 503; and

WHEREAS, by said Deed of Trust the Company transferred and conveyed, inter alia, unto said
Trustees certain motor vehicles listed and described in Paragraph 1 (d) of the Agreement annexed
to said Deed of Trust as Exhibit "A" and

WHEREAS, Paragraph 6 of said Agreement permits the Company to sell, upon certain terms and
conditions therein set forth, such of said motor vehicles which the Company deems not necessary
or advantageous to retain in the business; and

WHEREAS, pursuant to the terms and conditions of Paragraph 6 of said Agreement, the
Company has sold two (2) of said motor vehicles which it deems not necessary or advantageous
to retain in the business, and has escrowed, with the consent of the Bank, the sums of money re-
quired to be paid thereunder; and

WHEREAS, said Deed of Trust provides that said trustees or the one acting thereunder,
upon written request of the Bank, shall release from the lien thereof any of the motor
vehicles which the Company may sell under Paragraph 6 of said Agreement; and

WHEREAS, the Bank has requested said Trustees in writing to release from the lien of
said Deed of Trust, the two motor vehicles, hereafter described, which the Company has sold
as aforesaid, and said Trustees are satisfied that all requirements for the said release have been
fully complied with by the Company and the Bank;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the said Edward W. Marsh and L.I.
Rice Trustees as aforesaid as well in consideration of the premises as of the sum of One Dollar
(\$1.00) lawful money of the United States of America to them in hand paid by the Company at the
time of the execution and delivery hereof, the receipt whereof is hereby acknowledged, have
remised, released, quitclaimed, exonerated and discharged, and by these presents do remise, re-
lease, quitclaim, exonerate and discharge, unto the Company its successors and assigns, the fol-
lowing described motor vehicles:

Year and Make	Seating Capacity	Serial No.	Motor No.
1945 Pony Cruiser	25 pass.	651	B66689497
1935 Yellow Coach	33 pass.	843112	707558

TO HAVE AND TO HOLD the same, together with any and all attachments, equipment, parts
and accessories attached thereto, unto the Company, its successors and assigns, forever, released,
freed, exonerated and discharged of and from the lien of said Deed of Trust and every part thereof.

PROVIDED ALWAYS, NEVERTHELESS, that nothing herein contained shall in anywise affect,
alter or diminish the lien or encumbrance of said Deed of Trust on the remaining property
subject thereto, or the remedies at law or in equity for recovering thereout or against the
Company, its successors and assigns, the unpaid balance of said debt, with interest, secured by
said Deed of Trust, .

WITNESS the due execution hereof by the said Trustees this 5th day of January, 1950.

Witness:

Emeline R. Girdich

Edward W. Marsh, Trustee (Seal)

D.H. Rodgun Sr.

L. I. Rice, Trustee (Seal)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

I, Lottie R. Keys a Notary Public in and for said Commonwealth and County, do hereby certify
that Edward W. Marsh, one of the Trustees whose name is signed to the writing hereto annexed
bearing date on the 5th day of January, 1950, has this day acknowledged the same before me in my
said Commonwealth and County.

Given under my hand and seal this 5th day of January, 1950.

(Notarial Seal)

Lottie R. Keys, Notary Public.

My Commission Expires: Lottie R. Keys, Notary Public
My Commission Expires
January 4, 1953

STATE OF WEST VIRGINIA)
COUNTY OF BERKELEY) SS:

I, Mildred A. Martin, a Notary Public in and for said State and County, do hereby
certify that L. I. Rice one of the Trustees whose name is signed to the writing hereto annexed
bearing date on the 5th day of January, 1950, has this day acknowledged the same before me in
my said State and County.

Given under my hand and seal this 10th day of January, 1950.

(Notarial Seal)
My Commission Expires: Nov. 2, 1951.

Mildred A. Martin,
Notary Public

William F. Taylor et ux

To Filed and Recorded January 10th 1950 at 3:20 P.M.

Robert W. Young et ux

THIS MORTGAGE, Made this 9th day of January in the year Nineteen Hundred and Fifty by and
between William F. Taylor and Dorothy A. Taylor his wife, hereinafter called Mortgagors, which
expression shall include their heirs, personal representatives, successors and assigns where the
context so admits or requires of Allegany County, State of Maryland, parties of the first part
and Robert W. Young and Edith M. Young his wife, hereinafter called Mortgagees which expression
shall include their heirs, personal representatives successors and assigns, where the context
so requires or admits, of Allegany County, State of Maryland, parties of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagees, in
the full sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) which said indebtedness to-
gether with the interest thereon at the rate of Five Per Centum (5%) per annum, is payable five

Mortgage

Compared and Mailed
To Jan 18 1950

(5) years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than One Hundred Ninety-five dollars (\$195.00) within each quarter annual period. Said payments include the interest at the rate aforesaid which interest shall be computed quarter annually and deducted from said payments and the balance thereof, after deducting the interest shall be credited to the principal indebtedness.

This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar in hand paid the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property to-wit:

All that lot or parcel of ground situated on the southeasterly side of Green Street in the City of Cumberland Allegany County, Maryland, and known as Lot No. 40 as shown on the Amended Plat of Properties of the Cumberland Homes Company, Inc., Kelly-Springfield Tire Company et al dated September 15, 1923, and recorded among the Land Records of Allegany County, Maryland, and which said lot is more particularly described as follows, to-wit:

Beginning for the same on the southeasterly side of Green Street at the dividing line between Lots Nos. 39 and 40 and running thence with said side of Green Street South 37 degrees 46 minutes West 40.1 feet, more or less, to the dividing line between Lots Nos. 40 and 41 of said Plat of Lots, thence leaving the boundary line of Green Street and running South 55 degrees 48 minutes East 80.6 feet to the northwesterly side of a ten foot alley, thence with said side of said alley, North 37 degrees 37 minutes East 40.1 feet, more or less, to the dividing line of said Lots 40 and 39, thence with said dividing line, North 55 degrees 48 minutes West 80.45 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Ross Eugene May and wife, by deed dated January 1950, and recorded among the Land Records of Allegany County, Maryland,.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagees the aforesaid Six Thousand Two Hundred Fifty Dollars (\$6,250.00) and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees or George R. Hughes, their duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof.

Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party mak-

ing said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least Six Thousand Two Hundred Fifty (\$6,250.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of loss, to insure to the benefit of the Mortgagees to the extent their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy

William F. Taylor (Seal)

Dorothy R. Taylor (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 9th day of January in the year 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William F. Taylor and Dorothy R. Taylor, his wife, the within named Mortgagors and acknowledged the foregoing mortgage to be their act and deed. And at the same time before me, also personally appeared Robert W. Young and Edith M. Young his wife, the within named Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

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Clary Club, Incorporated (The)

Mortgage.

To

Filed and Recorded January 11" 1950 at 11:00 A. M.

Edward J. Ryan, Trustee.

THIS PURCHASE MONEY MORTGAGE, Made this 10th day of December, in the year Nineteen Hundred and Forty-Nine, by and between The Clary Club, Incorporated, a corporation, of Allegany County, in the State of Maryland, party of the first part, and Edward J. Ryan, Trustee, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, at a meeting of the stockholders of said corporation duly held on the -- day of November, 1949, a resolution was passed authorizing the Directors of said corporation to borrow the sum of Twenty Thousand Dollars (\$20,000.00) to be used for the purpose of said corporation; and

WHEREAS, in accordance with said resolution the party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of Twenty Thousand Dollars (\$20,000.00), which said sum the party of the first promises to pay to the order of the party of the second part with interest thereon at the rate of Six Per Centum (6%) per annum, payable monthly, and monthly installments until the full sum is paid; pay-

To mortgage city Jan 18 1950

ments on said principal installments to begin one month after the mortgage now held by The Liberty Trust Company, Trustee, has been paid and satisfied; said payments to be in the amount of Three Hundred Dollars (\$300.00), per month and interest.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated along the Southerly side of the National Turnpike, at Clarysville, in Allegany County, Maryland, commonly known as the Clarysville Hotel Property, and particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Southerly side of National Turnpike Road at or near the intersection of said Turnpike Road with the Southerly side of the County Road to Vale Summit, said beginning point standing North 20 degrees 24 minutes West 19.9 feet from the Northwest corner of the foundation wall of the Old Clarysville Hotel Building, and running thence along and with the Southeasterly side of the County Road leading from Clarysville to Vale Summit South 75 degrees 4 minutes West 86.8 feet, South 45 degrees 37 minutes West 95 feet, South 34 degrees 17 minutes West 126.4 feet, South 31 degrees 14 minutes West 87.9 feet, South 31 degrees 45 minutes West 186.4 feet, South 38 degrees 14 minutes West 284.1 feet, then leaving said County Road and running South 48 degrees 54 minutes East 88 feet to a Northerly right-of-way line of the Eckhart Branch of Cumberland and Pennsylvania Railroad, and running thence along and with the Northerly right-of-way line of said Railroad by a curve to the right of 8 degrees 33 minutes, with a radius of 670.75 (tangent to which bears North 45 degrees 9 minutes East) for a distance of 364.52 feet to the point of the tangent, thence still with said right-of-way line, North 76 degrees 19 minutes East 662 feet to Westerly line of property conveyed to Frostburg, Eckhart and Cumberland Railway Company and Lonaconing, Midland and Frostburg Railway Company by Harrison I. Weeks, et al., by deed dated June 14th, 1901, and recorded in Liber No. 88, Folio 349, one of the Land Records of said Allegany County; and running with Westerly line of said lot North 8 degrees 11 minutes East 120 feet, then with the fence along the Southerly side of the lots fronting on said National Pike now owned by Mrs. Engle, North 87 degrees West 262 feet to the corner of fences, then with the fence along Westerly side of said lots North 7 degrees 52 minutes East 175.6 feet to the Southerly side of said National Turnpike Road, and with it North 75 degrees 9 minutes West 270 feet to the place of beginning, containing 7 acres.

ALSO all that lot or parcel of ground situated on the North side of National Pike at Village of Clarysville in Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a peg standing on the North side of National Turnpike at the Southwest corner of the lot conveyed by Sophia M. Engle, widow, to E. H. Loar, and running thence with the North side of said National pike, North 82 degrees west 80.8 feet, North 75 degrees 40 minutes West 64 feet, North 59 degrees 35 minutes West 88.8 feet, North 47 degrees West 102.1 feet to a peg at the end of line drawn South 41 degrees East 12 feet from the Northeast wing of bridge on said Pike, then North 46 degrees 50 minutes East 53 feet to a peg on South edge of Braddock Run, then South 72 degrees 45 minutes East 273 feet to a peg, then South 3 degrees 20 minutes West 8 feet to a peg at the Northwest corner of said Loar Lot, and with West line of said lot South 6 degrees 20 minutes West 82.3 feet to the place of beginning,

containing three-fifths of an acre.

It being the same property conveyed unto the said The Clary Club Incorporated, by Casper R. Taylor and Zelma M. Taylor, his wife, by deed dated April 12th, 1946, and recorded in Liber No. 209, Folio 510, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, its successors and assigns, do and shall pay to the said party of the second part, his heirs, executors, administrators or assigns, the aforesaid sum of Twenty Thousand Dollars (\$20,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or Edward J. Ryan, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors or assigns, and in case of advertisement under the above power but no sale, one half of the above commission shall be allowed and paid by the mortgagor, its representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs - assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Thousand Dollars (\$20,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the Mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF, The Clary Club, Incorporated, a corporation, has caused this Mortgage to be signed by its president and its corporate seal to be hereunto affixed and to be attested by its Secretary, the day and year above written.

THE CLARY CLUB, INCORPORATED,

Attest:

Angela Brady,
Secretary.By Joseph S. Lyons,
President.(Corporate Seal)
Omitted

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT.

I HEREBY CERTIFY, That on this 10th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph S. Lyons, president of The Clary Club, Incorporated, and did acknowledged the foregoing mortgage to be the act and deed of said corporation; and at the same time before me also personally appeared Edward J. Ryan, Trustee, the within named Mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William L. Wilson, Jr., Notary Public.

Walter E. Capel, et ux

To

Albert W. Capel, et ux.

Mortgage.

Filed and Recorded January 11th 1950 at 8:30 A. M.

(Stamps \$1.10.)

THIS INDENTURE, made the 5th day of July, in the year one Thousand nine hundred and forty-nine, between Walter E. Capel and Mary L. Capel, his wife, of the town of Frostburg, in Allegany County, and in the State of Maryland, party of the first part, and Albert W. Capel, and Beatrice A. Capel, his wife, of the town of Frostburg, in Allegany County, and in the State of Maryland, party of the second part, witnesseth, that the said party of the first part, in consideration of the sum of \$904.86 to him duly paid before the delivery thereof, has bargained and sold, by these presents does grant and convey to the said party of the second part, and his heirs and assigns, forever, all property located at Potomac Park, Allegany County, Maryland; Four-room modern frame bungalow, located on lot No. 14, Block 40, Potomac Park Addition, and with the appurtenances, and all the estate, right and title of the said party of the first part therein.

This grant is intended as a security for the payment of \$904.86, which payments, if duly made, will render this conveyance void, and if default shall be made in above mentioned -, then the said party of the second part, or his executors, administrators, or assigns, are hereby authorized to sell the premises above mentioned and granted, or so much thereof as will be necessary to satisfy the amount then due, with the cost and expense allowed by law.

In witness whereof, the said party of the first part has hereunto set hand and seal the day and year first above written.

WITNESS: David R. Willetts

Ruth M. Todd

Ruth M. Todd

David R. Willetts.

Walter E. Capel (SEAL)

Mary L. Capel (Seal)

Albert W. Capel (Seal)

Party of the Second Part

Beatrice A. Capel (Seal)

Party of Second Part his wife.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of Jan. 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Walter E. Capel and Mary L. Capel, his wife, and Albert W. Capel and Beatrice A. Capel, his wife, and acknowledged the foregoing mortgage to be their act and deed.

WITNESS my hand and Notarial Seal on the day and year last above written.

(Notarial Seal)

My Commission Expires May 7, 1951.

Ruth M. Todd, Notary Public.

*For Value Received, we hereby release the within and foregoing mortgage
In Witness Whereof, we have affixed our names and seals this 24 day of July 1950.*

Witness:

Eleanor L. Clise.

Albert W. Capel

(Seal)

Beatrice A. Capel

(Seal)

7/25/50.

George R. Drew, et ux.

Mortgage.

To

Filed and Recorded January 11, 1950 at 8:30 A. M.

Frostburg National Bank.

(Stamps \$1.10).

THIS CHATTEL MORTGAGE, Made this 5th day of January, 1950, by and between George R. Drew and Helen R. Drew, his wife, of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of One Thousand and 00/100 dollars (\$1,000.00), which is payable in one year from date hereof with interest at the rate of six per cent (6%) per annum as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, all the improvements and personal property now or hereafter located on

--
All that lot or parcel of land lying and being in Allegany County, Maryland, situated in Election District No. 19, at or near Midlothian, and more particularly described as follows:

BEGINNING for the same at a point on the division line between the Consolidation Coal Company and Borden Mining Company properties, said point being North no degrees thirty-four minutes East two hundred and sixteen and no hundredths feet from corner No. 87, a corner common to the lands of both companies aforesaid, and being also on the Northerly side of present improved road leading from Frostburg to Midlothian, and running with said North side of said road (true meridian courses and horizontal distances being used throughout) South twenty-seven degrees fifteen minutes West eighty-eight and no hundredths feet; South sixty-four degrees thirty minutes West fifty-one and no hundredths feet; South seventy-seven degrees thirty minutes West one hundred and seventy-five and no hundredths feet to the end of the third line of a parcel of land conveyed by The Consolidation Coal Company to Matthew Skidmore by deed dated 15th day of July, 1925, and recorded among the Land Records of Allegany

*W. M. Capel, 248 Central, Frostburg, Md.
Jan 18 1950*

*W. M. Capel, Frostburg, Md.
Jan 18 1950*

County in Liber 151, Folio 585; thence leaving said road and with the said third line extended of said deed, North nine degrees twenty minutes West one hundred and ninety and no hundredths feet; thence North eighty degrees forty minutes East two hundred and ninety-four and no hundredths feet to a point on the beforementioned division line between the Consolidation Coal Company and Borden Mining Company; thence with said division line South no degrees thirty-four minutes West ninety-six and no hundredths feet to the beginning, containing in all (1) acre, more or less, being a part of Military Lot #3973.

It being the same property which was conveyed to Raymond Woodrow Parry and Helen Rosalie Parry, his wife, by deed or agreement, dated September 26, 1944, and recorded in Liber No. 201, Folio 518, of the Land Records of Allegany County, Maryland, the said Raymond Woodrow Parry now being deceased and his widow, the said Helen Rosalie Parry having intermarried with George R. Drew, one of the parties of the first part.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to-wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: First, to the payment of all expense incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all money owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee, in the sum of One Thousand and 00/100 dollars (\$1,000.00), and to pay the premium thereon and to cause the policy issued therefor to be endorsed as in case of

loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS, the hands and seals of the parties of the first part.

Attest as to all: George R. Drew (SEAL)
Ruth M. Todd Helen R. Drew (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George R. Drew and Helen R. Drew, his wife, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be their act and deed, and at the same time before me, also appeared F. Earl Kreitzburg, cashier and agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Chattel Mortgage.

Earl K. Miller, Jr.

To

Filed and Recorded January 11th 1950 at 8:30 A. M.

Frostburg National Bank

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 9th day of January, 1950, by and between Earl K. Miller, Jr., Linden Street, Frostburg, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Sixteen Hundred Twenty-Five and 50/100 Dollars (\$1,625.50), which is payable with interest in one year from date hereof, at the rate of six per cent (6%) per annum as is evidenced by the promissory note of Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Linden Street, Frostburg, Allegany County, Maryland:

1950 Dodge Coronet 4-Dr. Sedan - Serial Number: 31428362 - Motor Number: D34-14941

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns, absolutely.

Provided, however, that if the said Mortgagor shall well and truly pay the aforesaid

CASE
 Miller, Earl K., Jr.
 Jan 18 1950

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Paul I. Noland, Jr., and acknowledged the foregoing mortgage to be his act; and at the same time, before me, also personally appeared George C. Cook, cashier of the Commercial Savings Bank of Cumberland, Maryland, the mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the cashier or agent of said corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William C. Dudley, Notary Public.

Thomas F. Cavanaugh, et ux.

Mortgage.

To
Western Maryland Build. & Loan Association, Inc.

Filed and Recorded January 11" 1950 at 2:45 P. M.
(Stamps 55¢).

THIS MORTGAGE, Made this 10th day of January, in the year nineteen hundred and fifty by and between Thomas F. Cavanaugh and Verna B. Cavanaugh, his wife, of Allegany County and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Five Hundred (\$500.00) dollars on Five (5) shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, this mortgage witnesseth: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying in the City of Cumberland, Allegany County, and the State of Maryland, and more particularly described as follows:

ALL that lot or parcel of ground situated on the South side of Baltimore Street extended, in the City of Cumberland, Allegany County, Maryland, it being part of Lot No. 17 on a plat filed in No. 2954 Equity on the Equity Docket of the Circuit Court for Allegany County

and which plat can be found in Judgment Record No. 28 at page 325 and described as a whole as follows, to wit:

BEGINNING for the outlines of the same at the end of 8-3/4 feet on the first line of the above mentioned Lot No. 17 conveyed by deed from Clara H. Linn and Alexander H. Linn, to Mary W. Willard, and running thence with the South side of Baltimore Street extended, South 76-2/3 degrees West 29 feet to the end of the said first line above referred to, thence with the second line of the above mentioned lot, South 13-1/3 degrees West 126 feet to an alley, thence with the north side of said alley, North 76-2/3 degrees East 29 feet, thence North 13-1/3 degrees West 126 feet to the place of beginning.

IT being the same property which was conveyed by John A. Cavanaugh to Thomas F. Cavanaugh, et ux, by deed dated October 23, 1945, and recorded in Deeds Liber 205, Folio 617, among the Land Records of Allegany County, Maryland. The said John A. Cavanaugh departed this life on December 12, 1947, which terminated the life estate reserved unto the said John A. Cavanaugh in the aforementioned deed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part make, or cause to be made the payments and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said corporation, its successors or assigns, the principal sum of Five Hundred (\$500.00) dollars with six (6) per cent interest thereon, payable in 139 monthly payments of not less than \$5.00 each, on or before the 22nd day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 22nd day of January, 1950, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 22nd day of July, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred (\$500.00) dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mort-

gagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED, that if default shall be made by the said parties of the first part, or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable, and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes and commission of eight (8%) per cent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Maxine Wilmot

Thomas F. Cavanaugh (SEAL)

Verna B. Cavanaugh (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY THAT, on this 10th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Thomas F. Cavanaugh and Verna B. Cavanaugh, his wife, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 10th day of January, 1950.

(Notarial Seal)

Maxine Wilmot, Notary Public.

James W. Dawson, et al.

Chattel Mortgage.

To
Filed and Recorded January 12" 1950 at 8:30 A. M.
North American Acceptance Corp. of Maryland.

THIS CHATTEL MORTGAGE, Made this 9" day of January, 1950, by Dawson, James W. and Mary Sue, Cumberland, of the city/county of Allegany, State of Maryland, hereinafter called "Mortgagor" to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee."

WITNESSETH: That for and in consideration of the sum of seventy dollars (\$70.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at 221 Water (Street Address) Cumberland (City), Allegany (County) in said State of Maryland, that is to say: --- and in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland, Maryland, that is to say:

Make	Model	Year	Engine No.	Serial No.	Other Identification
Plymouth	2-Door	1936	P2-100689	2714534	-----

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, however, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$70.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 12 successive monthly installments of \$7.03 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 15" day of February, 1950, and each succeeding installment shall be payable on the 15" day of each succeeding month thereafter, together with a final installment covering any unpaid balance, including interest as aforesaid, which final installment shall be payable on the 15" day of January, 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicles or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

If Default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal,

together with accrued interest as aforesaid, shall become due and payable immediately, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

WHEREVER the contest so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: P. Shuck

James W. Dawson (SEAL)

WITNESS: S. Burns.

Mary Sue Dawson (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 9th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared James W. and Mary Sue Dawson, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And at the same time, before me also personally appeared Glen R. Chappell, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee, and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

John William Holliday, et ux.

Mortgage.

To

Filed and Recorded January 12th 1950 at 10:15 A. M.

Commercial Savings Bank of Cumberland, Md.

THIS MORTGAGE, Made this 11th day of January, in the year nineteen hundred and fifty, by and between John William Holliday and Lulu Gertrude Holliday, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, WITNESSETH:

Whereas the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Three Thousand (\$3,000.00) Dollars with interest from date at the rate of 4% per annum on the unpaid principal until paid by their promissory note of even date, principal and interest being payable at The Commercial Savings Bank of Cumberland, Maryland, on or before ten years after date, in monthly installments of \$30.38 commencing on the 11th day of February, 1950, and on the 11th day of each month thereafter until the principal and interest are fully paid. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the 11th day of any month prior to maturity.

And the said parties of the first part covenant and agree to pay monthly to the party of the second part, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (as estimated by the party of the second part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by the party of the second part for the payment of such premiums, taxes or assessments.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

FIRST: All that lot or parcel of ground situated about 35 feet off the Uhl Highway at North Branch, in Allegany County, State of Maryland, containing 19/100 of an acre, which is particularly described and conveyed in the deed from Mary U. Zimmerly et al to Winfield S. Zimmerly, dated July 12, 1938, and recorded in Liber No. 181, Folio 628, one of the Land Records of Allegany County, Maryland.

SECOND: All that lot or parcel of ground situated on the Easterly side of the Uhl Highway, at or near North Branch, in Allegany County, State of Maryland, containing 18/100 of an acre, which is particularly described and conveyed in the deed from Mary U. Zimmerly to Winfield S. Zimmerly, dated July 12, 1938, and recorded in Liber No. 181, Folio 630, of the Land Records of Allegany County, Maryland.

Being also the same property conveyed by Thomas Lohr Richards, Trustee, to Winfield S. Zimmerly and Stella C. Zimmerly, his wife, by deed dated December 7, 1946, and recorded in Liber No. 213, Folio 399 of said Land Records.

Being also the same property conveyed by Winfield S. Zimmerly et ux to the said John William Holliday et ux by deed of even date herewith and to be recorded among said Land Records, this mortgage being given to secure part of the purchase price for said property.

*Chap. City
M. Sue Dawson
Jan 18 1950*

Reference to all the deeds aforementioned is hereby made for a more full and particular description of the property herein conveyed.

This mortgage shall also secure as of the date hereof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the laws of Maryland, passed at the January session in the year 1945 or any supplement thereto.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid, as the same shall fall due and become payable. -- and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply -- first: -- To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pend-

ing the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Three Thousand (\$3,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties thereto.

WITNESS, the hands and seals of said mortgagors.

Attest: William C. Dudley

John William Holliday (SEAL)

Lulu Gertrude Holliday (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 11th day of January, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John William Holliday and Lulu Gertrude Holliday, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Raymond M. Sauder, et ux.

Mortgage.

To

Filed and Recorded January 13th 1950 at 9:30 A. M.

(Stamps \$9.35)

Kathleen E. Wolfe

THIS MORTGAGE, made this 7th day of January, in the year Nineteen Hundred and Fifty, by and between Raymond M. Sauder and Louise L. Sauder, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and Kathleen E. Wolfe, hereinafter called Mortgagee, which expression shall include her heirs, personal representatives successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

*Cl. & H. Co. 1050
To St. Paul, Minn. 1050
Feb 14 1950*

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of eight thousand five hundred dollars (\$8,500.00), which said indebtedness, together with the interest thereon at the rate of Six per centum (6%) per annum, is to be repaid within eight (8) years from the date hereof. The said Mortgagors agree to make payments of not less than five hundred dollars, (\$500.00) each six (6) months on account of the principal indebtedness as herein stated and to pay in addition thereto, the interest thereon as aforesaid.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said mortgagee the following property, to-wit:

All that lot, piece or parcel of ground situate, lying and being in Allegany County, Maryland, in the Western end of the town of Frostburg, and more particularly described as follows:

BEGINNING for the same at a stake standing on the North side of an alley, and North 44 degrees East 18 feet from the end of the second line of the lot of ground conveyed by the Borden Mining Company to Zacharias Krapf, by deed dated April 24, 1899, and running thence with said alley, South 25-3/4 degrees East 104 feet to a planted stone at the Southwest corner of the lot once owned by Peter Knieriem, thence with a paling fence, North 64 degrees East 153 feet, North 25-3/4 degrees West 104 feet, then South 64 degrees West 153 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Aden Wade, et ux., by deed dated March 23, 1947, and recorded in Liber 219, Folio 687, of the Land Records of Allegany County, Maryland.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945, or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Eight Thousand Five Hundred Dollars (\$8,500.00), and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter, either the said mortgagee or George R. Hughes, her duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person

selling.

The proceeds arising from such sale shall be applied: First to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party making said sale; secondly, to the payment of all monies due and payables under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, the improvements on the hereby mortgaged land to an amount of at least Eight Thousand Five Hundred (\$8,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagee to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy

Raymond M. Sauder (SEAL)

Louise L. Sauder (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of January, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Raymond M. Sauder and Louise L. Sauder, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Kathleen E. Wolfe, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

Mortgags.

John R. Cook, widower.

Filed and Recorded January 13" 1950 at 10:20 A. M.

To Commercial Savings Bank of Cumberland, Md.

(Stamps \$4.95).

THIS MORTGAGE, made this 12th day of January, in the year nineteen hundred and Fifty, by and between John R. Cook, widower, of Allegany County, State of Maryland, of the first part and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, WITNESSETH:

WHEREAS, the said party of the first part is justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Forty-Five Hundred (\$4,500.00) Dollars, for which he has given his promissory note of even date herewith, payable on or before five years after date with interest at the rate of 6% per

Compared and Mailed
To Mortgage City
Jan 18 1950

annum in monthly payments on the principal and interest of not less than \$50.00 each monthly payment to be applied first to interest and then to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

And the party of the first part covenants and agrees to pay monthly to the said party of the second part, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgage property (as estimated by the party of the second part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by the party of the second part for the payment of such premiums, taxes or assessments.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said party of the second part does bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of land lying and being in Allegany County, Maryland, in the Southerly side of the National Turnpike Road about two miles Westwardly from the Narrows Park and described as follows:

Beginning for the same at an iron bar on the Southerly side of National Turnpike Road at the intersection of the Southerly side of said road with the Easterly side of a twenty-foot roadway, said iron bar being also at the Northwesterly corner of Lot No. 7 of a series of Lots along the Southerly side of said National Turnpike Road as laid out by Webster B. Long, and running thence with the Southerly side of said road, North 40 degrees 4 minutes East 68 feet to a stake at the end of the first line of a deed from Mary Meisel and husband to George Brotemarkle, dated August 1, 1919, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 130, Folio 371; and running thence with the second line of said deed, South 46 degrees 36 minutes East 158.8 feet; then South 41 degrees 33 minutes West 68.3 feet to a stake at the Southeasterly corner of the aforesaid twenty feet roadway; then with the Easterly side of said roadway, North 46 degrees 36 minutes West 160.8 feet to the beginning. Being all of Lot No. 7 and the Westerly 20 feet of Lot No. 6 of the aforesaid lots as laid out by Webster B. Long on the Southerly side of the National Turnpike Road.

Being the same property conveyed by Eileen M. Stump, Trustee, to the said John R. Cook, widower, by deed dated June 13, 1945, and recorded in Liber No. 204, Folio 211, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Forty-Five

Hundred (\$4,500.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable. - and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its; his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply -- first: -- To the payment of all expenses incident to such sale, including taxes, insurance premiums, and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagor, his representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, his heirs or assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Forty-Five Hundred (\$4,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: William C. Dudley

John R. Cook (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 12th day of January, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said

County, personally appeared John R. Cook, widower, and acknowledged the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

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Charles E. Jones, et ux.

Mortgage.

To

Filed and Recorded January 13" 1950 at 11:45 A. M.

Stella Longerbeam.

THIS PURCHASE MONEY MORTGAGE, Made this 12th day of January, in the year Nineteen Hundred and forty, by and between Charles E. Jones and Beulah P. Jones, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Stella Longerbeam, widow, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$1,564.16 this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of 5% per annum in monthly installments of \$30.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the westerly side of Valley Street, in

Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the westerly side of Valley Street, where a line drawn through the center partition wall of the dwelling known as Nos. 416-418 Valley Street, intersects the same, being also the end of the second line in a deed from Stella Longerbeam to Bernard S. Nichols, et ux., dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland; thence with the aforesaid second line reversed and through said partition wall North 54 degrees 06 minutes West 46.25 feet; thence South 38 degrees 24 minutes 45 seconds West 19.5 feet; thence South 52 degrees 38 minutes 20 seconds East 46.75 feet to the westerly side of Valley Street; thence with said side of said Valley Street North 38 degrees 58 minutes East 21 feet to the place of beginning.

IT being the same property which was conveyed by Stella Longerbeam to Charles E. Jones, et ux, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs or assigns, the aforesaid sum of One Thousand Five Hundred Eighty-Four Dollars and Sixteen Cents (\$1,584.16) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending

the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Five Hundred Eighty-Four and 16/100 dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

WITNESS: Maxine Wilmot

Charles E. Jones (SEAL)

WITNESS: Maxine Wilmot

Beulah P. Jones (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 12th day of January, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles E. Jones and Beulah P. Jones, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Stella Longerbeam, widow, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Bernard S. Nichols, et ux.

Mortgage.

To

Filed and Recorded January 13, 1950 at 11:45 A. M.

Stella Longerbeam.

THIS PURCHASE MONEY MORTGAGE, Made this 12th day of January, in the year nineteen hundred and fifty, by and between Bernard S. Nichols and Catherine M. Nichols, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Stella Longerbeam, widow, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$721.75 this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid without interest, in monthly installments of \$8.00 each; The first of said monthly installments is due one month from the date hereof, and shall continue until said principal - fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated on the Westerly side of Valley Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at the end of the sixth line in a deed from Leopoldina Gnagey, et vir, to Stella Longerbeam, dated August 4, 1947, and recorded in Deeds Liber 216, Folio 686, among the Land Records of Allegany County, Maryland, and running thence South 38 degrees 24 minutes 45 seconds West 18.4 feet to a point where an extension of a line drawn through the center partition wall of a double dwelling known as Nos. 416-418 Valley Street intersects said line; thence with said intersecting line and running through said partition wall South 54 degrees 06 minutes East 46.25 feet to the Westerly side of Valley Street; then with said side of Valley Street, North 38 degrees 58 minutes East 18.98 feet; thence North 55 degrees 15 minutes West 47 feet to the place of beginning.

IT being the same property which was conveyed by Stella Longerbeam to Bernard S. Nichols, et ux, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs or assigns, the aforesaid sum of Seven Hundred Twenty-One Dollars and Seventy-Five Cents, together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of

sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred Twenty-one dollars and 75/100 dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

WITNESS: Maxine Wilmot

Bernard S. Nichols (SEAL)

Maxine Wilmot

Catherine M. Nichols (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 12th day of January, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Bernard S. Nichols and Catherine M. Nichols, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Stella Longerbeam, widow, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Mary C. Gillette, et al.

To

Liberty Trust Company.

Filed and Recorded January 13" 1950 at 9:30 A. M.

(Stamps \$55.00)

THIS MORTGAGE, Made this 12th day of January, in the year nineteen hundred and fifty by and between Mary C. Gillette, widow; Mary C. Gillette, Administratrix c. t. a. of the Estate of Susan M. Gephart, deceased; Helen G. Williams, widow; Christine G. Piper and Charles A. Piper, her husband, all of Allegany County, in the State of Maryland; G. Marshall

Gillette and Louisa R. Gillette, his wife, of Clearfield County, in the State of Pennsylvania; and Lois Brooks and Chesley N. Brooks, her husband, of Harris County, in the State of Texas; of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Mary C. Gillette, widow; Mary C. Gillette, Administratrix c. t. a. of the Estate of Susan M. Gephart, deceased; Helen G. Williams, widow; Christine G. Piper and Charles A. Piper, her husband; G. Marshall Gillette and Louisa R. Gillette, his wife, and Lois Brooks and Chesley N. Brooks, her husband, stand indebted unto the said The Liberty Trust Company, in the full and just sum of Fifty Thousand Dollars (\$50,000.00), payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of four per centum (4%) per annum, payable quarterly as it accrues, at the office of the Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in Order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mary C. Gillette, widow; Mary C. Gillette, Administratrix c. t. a. of the Estate of Susan M. Gephart, deceased; Helen G. Williams, widow; Christine G. Piper and Charles A. Piper, her husband; G. Marshall Gillette and Louisa R. Gillette, his wife, and Lois Brooks and Chesley N. Brooks, her husband, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the westerly side of North Center Street, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at a point in the West side of North Center Street at the North face of the wall of the building which now occupies the Northwest corner of Baltimore and Center Streets, the said point being North 28 degrees 41 minutes 30 seconds West 82.38 feet along the West side of North Center Street from its intersection with the North side of Baltimore Street, thence continuing North 28 degrees 41 minutes 30 seconds West with the West side of North Center Street 63.00 feet to a point; thence leaving North Center Street, South 60 degrees 34 minutes 57 seconds West 61.83 feet to a point at the corner of a brick building; thence with the wall of the said building and its continuation, South 28 degrees 05 minutes 09 seconds East 62.27 feet to a point; thence North 61 degrees 18 minutes 30 seconds East 42.52 feet to a point; thence South 30 degrees 46 minutes 45 seconds East 20.26 feet to face of the North wall of the building at the Northwest corner of Baltimore and North Center Streets, thence with the face of said wall, North 60 degrees 49 minutes 20 seconds East 18.05 feet to the beginning.

The above described property, together with the other real estate, was devised by the late Mary C. Gephart unto Mary C. Gillette and Susan M. Gephart, daughters of the said Mary C. Gephart, under her last Will and Testament duly probated in the Orphans Court for Allegany County, Maryland, on October 20, 1899, and recorded in Wills Liber G, Folio 384. The one-half

interest of the said Susan M. Gephart in and to said property was devised under her last Will and Testament unto her sister, the said Mary C. Gillette, for and during her life and the remainder to G. Marshall Gillette, during his life and at his death, to his children, share and share alike. The last Will and Testament of the said Susan M. Gephart was probated in the Orphans Court for Allegany County, Maryland, on January 21, 1921, and is recorded in Liber M, Folio 250. The children of G. Marshall Gillette at this time are Helen G. Williams, Christine G. Piper and Lois Brooks.

This conveyance, by way of Mortgage, is subject to an alley-way, which fronts 8½ feet on North Center Street and extends back an even width for a depth of 47 feet, which alleyway shall remain open for the proper use and enjoyment thereof by abutting property owners, with the right to free ingress and egress to their properties through said alleyway.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of fifty Thousand Dollars (\$50,000.00), together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said Mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, That until default is made, and no longer, the Mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagor hereby covenants to pay the said Mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or any agreement, covenant or condition of this mortgage, then the entire mortgage debt, intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their assigns or heirs; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses inci-

dent to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said Mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least fifty thousand dollars (\$50,000.00) and to cause the policy or policies issued therefor, to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said Mortgagor.

WITNESS:

Virginia M. Read
Witness as to Mary C. Gillette, widow,
Mary C. Gillette, Administratrix c. t. a.
of Estate of Susan M. Gephart, deceased;
Helen G. Williams and Christine G. Piper
and Charles A. Piper, her husband.

Joseph Daldiesh
Witness as to G. Marshall Gillette
and Louisa R. Gillette, his wife.
C. M. Curtis,
Witness as to Lois Brooks and Chesley N.
Brooks, her husband.

Mary C. Gillette	(SEAL)
Widow.	
Mary C. Gillette	(SEAL)
Administratrix c. t. a. of Estate of	
Susan M. Gephart, deceased.	
Helen G. Williams	(SEAL)
Christine G. Piper	(SEAL)
Charles A. Piper	(SEAL)
G. Marshall Gillette	(SEAL)
Louisa R. Gillette	(SEAL)
Lois Brooks	(SEAL)
Chesley N. Brooks	(SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 12th day of Sept., 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary C. Gillette, widow; Mary C. Gillette, administratrix c. t. a. of the estate of Susan M. Gephart, deceased; Helen G. Williams, widow; Christine G. Piper and Charles A. Piper, her husband, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Thomas L. Keech, vice president of The Liberty Trust Company, the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said ---- did further, in like manner, make oath that he is the -- and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Thos. J. McNamee, Notary Public.

STATE OF PENNSYLVANIA, COUNTY OF CLEARFIELD, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of September, 1949, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared G. Marshall Gillette and Louisa R. Gillette, his wife, and each acknowledged the foregoing Mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)
My Commission Expires Feb. 1 - 1953.

A. S. Reed, Notary Public.

STATE OF TEXAS, COUNTY OF HARRIS, TO WIT:

I HEREBY CERTIFY, That on this 7th day of September, 1949, before me, the subscriber, a Notary Public of the State of Texas, in and for the County aforesaid, personally appeared Lois Brooks and Chesley N. Brooks, her husband, and each acknowledged the foregoing Mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)
My Commission Expires June 30, 1951.

J. W. Hicks, Notary Public.

Gerald L. Barb, et ux.

Mortgage.

To

Filed and Recorded January 14, 1950 at 11:25 A. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$5.50).

THIS MORTGAGE, Made this 13th day of January, in the year nineteen hundred and fifty, by and between Gerald L. Barb and Alpha M. Barb, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter called Mortgagee, WITNESSETH:

WHEREAS, the said Gerald L. Barb and Alpha M. Barb, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Five Thousand (\$5,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

This obligation is also secured, in part, by a Chattel Mortgage between the same parties hereto and bearing even date herewith, which said Chattel Mortgage covers a certain motor vehicle therein described and referred to.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Gerald L. Barb and Alpha M. Barb, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All the North Central portion of Lot No. 36 in Braddock Farms Addition, a plat of which is recorded among the Land Records in Allegany County, Maryland, of the F. H. Heiskell real estate in LaVale, Maryland, known and designated as Plat "C" of a Survey by Small-Paye Engineering Company, said portion of lot hereby conveyed being described as follows, to wit:

Beginning at a hub at the end of 115.29 feet in the third line of Lot No. 36, and with said third line, North 5 degrees 12 minutes West 110.0 feet to a hub; thence leaving the said third line, North 57 degrees 7 minutes West 99.0 feet to a hub on the Easterly side of Aye Street and in the fifth line of Lot No. 36; thence with part of said fifth line and Aye Street, South 0 degrees 13 minutes West 125.0 feet to a hub; thence leaving the said fifth line, South 67 degrees 41 minutes East 101.0 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Frank H. Heiskell and wife, and Western Maryland Building and Loan Association, Incorporated, by deed dated August 2, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 216, folio 408.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said abovescribed property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Thousand Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED that until default is made, and no longer the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George H. Hughes, its, his, or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the

Compared and Mailed Delivered
To Myself
Jan. 20 1950

day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof, made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Thomas L. Aesch

Gerald L. Barb (Seal)

Alpha M. Barb (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, that on this 13th day of January, in the year nineteen hundred and Fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Gerald L. Barb and Alpha M. Barb, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos J. McNamee, Notary Public.

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Clarence I. Minnick

To

Filed and Recorded January 18, 1950 at 8:30 A.M.

Family Finance Corporation

Account No. 16310 Actual Amount of this Loan \$300.00 Cumberland, Maryland, January 13, 1950

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents

Chattel mortgage

bargain, sell and convey to Family Finance Corporation Vogel Building, 121 Balto, Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of Three Hundred and no/100 Dollars (\$300.00) as evidenced by a certain promissory note of even date payable in 11 successive monthly instalments of \$30.14 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing Twelve months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at Route #3 Box 494, Valley Rd. in the City of Cumberland County of Allegany State of Maryland, to wit:

Make	Model	Year	Engine No.	Factory No.	Weight	Other Identification
Oldsmobile	Series 70	1940	G 144214	G386628		Oldsmobile heater

All the furniture, household appliances and equipment and all other goods and chattels now located in or about Mortgagors' residence at...in the City of...County of...Maryland,--- including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments, and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD all and singular the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part, thereof, except None.

Provided, Nevertheless, that if the Mortgagors shall well and truly pay unto the said Mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this Mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns without prior demand, and Mortgagee its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns may substitute for the duly

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Jan 20 1950

licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition, to and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

Witness E. F. Hoban

Clarence I. Minnick (Seal)

Witness D. A. Weisenmiller

STATE OF MARYLAND, CITY/COUNTY OF Allegany TO WIT:

I HEREBY CERTIFY that on this 13 day of January 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Clarence I. Minnick the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared E. F. Hoban Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

Edith Wolfington et vir

Chattel Mortgage

To Filed and Recorded January 16 1950 at 3:30 A.M.

Family Finance Corporation

Account No. 16308 Actual Amount of this Loan \$205.00 Cumberland, Maryland, January 12, 1950

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell, and convey to Family Finance Corporation Vogel Building 121 Balto. Street Cumberland, Maryland, for and in consideration of a loan receipt of which is hereby acknowledged by mortgagors in the sum of Two Hundred-Five no/100 Dollars (\$205.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$13.78 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing Twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at ... in the City of ... County of ... State of Maryland, to wit:

Make	Model	Year	Engine No.	Factory No.	Weight	Other Identification
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All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at 213 Oak St., in the City of Cumberland County of Allegany Maryland,

1 G. E. Combination S#326 radio, and 1 G.E. washer S # ANT 342, # 1224363

--including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments, and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD all and singular the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim encumbrance or conditional purchase title against said personal property or any part, thereof, except None.

Provided Nevertheless, that if the Mortgagors shall well and truly pay unto the said Mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this Mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns without prior demand, and Mortgagee its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell

the mortgaged personal property upon the following terms and conditions:

Mortgagee its successor and assigns, will give not less than twenty (20) days' in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at a public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in

the place thus designated, Mortgagee, its successor and assigns may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed whichever Mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

Witness Harley R. Williams	Mrs. Edith M. Wolfington (Seal)
Witness E. F. Hoban	William P. Wolfington (Seal)
Witness D. A. Weisenmiller	

State of Maryland, City/County of Cumberland-Allegany To Wit:

I HEREBY CERTIFY that on this 12 day of January 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Edith M. Wolfington and William P. Wolfington, (Her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time before me also personally appeared D. A. Weisenmiller Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Richard J. Gould, Jr.
Notary Public.

John Henry Rupp et ux

Mortgage

To Filed and Recorded January 16" 1950 at 2:15 P.M.

Equitable Savings and Loan Society of Frostburg, Maryland

(Stamps \$2.20)

THIS MORTGAGE, Made this 12" day of January, 1950 by and between John Henry Rupp and Anna M. Rupp, his wife, of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor" and Equitable Savings and Loan Society of Frostburg, Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

WHEREAS, the Mortgagor, being a member of said Society, has received therefrom a loan of Two Thousand and 00/100 Dollars (\$2,000.00) being the balance of the purchase money for the property hereinafter described on his Fifteen and Five-Thirteenth (15-5/13) Shares of its stock,.

AND WHEREAS the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annua, in the manner following:

By the payment of ---Nineteen and 52/100 Dollars (\$19.52) on or before the 12" day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property to wit:

BEGINNING for the same at the end of fifteen feet on the second line of the tract of land called "The Hotel" and running thence with said second line North thirty-two degrees East ninety-five feet to a fence post said fence post standing at the division line of the Martin lot and Rupp lot, and further said post being one hundred and eighty-nine feet from the Yates Alley West, thence with said division line between the Martin and Rupp lots, running South fifty-eight degrees East five hundred and ninety feet to a peg standing on a fifteen-foot alleyway, and with it South fifty-six and one-half degrees West one hundred and nine and five-tenths feet to a fence post standing on the division line of a lot owned by Thomas Geary, and running thence with said line North fifty-eight degrees West five hundred and twenty-seven feet to the place of beginning; containing about 1.07 acres in all.

IT being the same property which was conveyed by George E. Diehl to John Henry Rupp and Anna M. Rupp, his wife, by deed dated April 29, 1931, and recorded in Liber No. 165 folio 550 among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting heating gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns in fee simple.

Compared and Mailed
To Equitable Savings and Loan Society
Jan 22 1950

PROVIDED, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

AND the mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of --- Dollars (\$ --) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the mortgagor does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable

by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

(b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.

(c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

(d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

(e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

AND in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, of W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured, and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, which said sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto, and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, the signatures and seals of the parties of the first part on the day and year above written.

Witness as to all: John Henry Rupp (SEAL)
Harry J. Boettner Anna M. Rupp (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 12th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Henry Rupp and Anna M. Rupp, his wife, the mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place, before me, also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Harry J. Boettner, Notary Public.

Federal Land Bank of Baltimore Deed of Partial Release
To Filed and Recorded January 16th 1950 at 4:00 P. M.
Edward L. Fagan, et ux.

THIS DEED OF RELEASE, Made the 2nd day of December, 1949, by and between The Federal Land Bank of Baltimore, a corporation, party of the first part, and Edward L. Fagan and Kizzie W. Fagan, his wife, parties of the second part.

WHEREAS, by mortgage dated October 14th, 1949, and recorded among the Land Records of Allegany County, in the State of Maryland, in Liber J. E. B. 228, Page 249, said parties of the second part conveyed to said party of the first part certain lands therein particularly described to secure the payment of the sum of \$3,600.00; and

WHEREAS, the party of the first part has been requested to release from the lien of said mortgage the land hereinafter described.

NOW THEREFORE, in consideration of the premises and for other valuable considerations, said party of the first part doth release from the lien of said mortgage the land which lies in the County and State aforesaid described as follows:

BEGINNING for the same at the end of the fifth line of the deed from Jacob Folck, et al, to William Hendrickson, et al, Trustees for the Methodist Episcopal Church, in the United States of America, dated June 10, 1853, and recorded among the Land Records of Allegany County, Maryland, in Liber 11, Folio 152, and running thence along a part of said fifth line reversed,

South 46 deg. 45 min. East 179 feet, thence North 43 deg. 45 min. East 34.4 feet, thence North 48 deg. 34 min. West 180.8 feet to a post thence South 41 deg. 56 min. West 28.5 feet to the place of beginning. Containing 0.12 of an acre more or less.

IT IS UNDERSTOOD AND AGREED between the parties hereto that this release shall in no way affect the lien of the mortgage aforesaid upon the remainder of the land thereby conveyed.

In witness whereof, said The Federal Land Bank of Baltimore has caused this deed of release to be signed by E. Paul Crider, its president, and to be attested by Homer M. Respass, its Secretary, and its corporate seal to be hereto affixed.

Attest: THE FEDERAL LAND BANK OF BALTIMORE,
Homer M. Respass, (Corporate Seal) By E. Paul Crider,
Secretary. President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 2nd day of December, 1949, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared E. Paul Crider, and Homer M. Respass, president and secretary, respectively, of The Federal Land Bank of Baltimore, a corporation, and acknowledged the foregoing deed of release to be the act and deed of said corporation.

My Commission Expires May 7, 1951.

Given under my hand and Notarial Seal this 2nd day of December, 1949.

(Notarial Seal) M. Catherine Noppenberger, Notary Public.

John R. Workman Chattel Mortgage.
To Filed and Recorded January 17th 1950 at 8:30 A. M.
Frostburg National Bank.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 16th day of January, 1950, by and between John R. Workman, 193 West Main St., Frostburg, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Three Hundred Seventeen and 15/100 dollars (\$317.15) which is payable with interest at the rate of six per cent (6%) per annum in 9 monthly installments of Thirty-Five and 24/100 Dollars (\$35.24) payable on the 16th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at 193 W. Main Street, Frostburg, Allegany County, Maryland:

1947 Nash, Model 4763 - Motor No. RE4862 - Serial No. R444083.

It is further agreed that the mortgagor will insure, forthwith and pending the existence of this mortgage, by some insurance company acceptable to the mortgagee, or its personal representatives, successors and assigns, the within named personal property against fire, theft and collision, to the amount of at least \$391.94 the proceeds of any insurance paid to said mortgagor by reason of any loss or injury to be applied either to the payment of said mortgage indebtedness or towards the repair and replacement as said mortgagee, its successors or assigns may elect.

The mortgagor shall immediately notify the mortgagee by registered mail of any and all levies which may be placed upon the said personal property by any constable, sheriff or other officer and the mortgagor further agrees to notify the mortgagee of the making of any assignment for the benefit of creditors or of the filing of any voluntary or involuntary petition in bankruptcy or the appointment of a receiver for said mortgage.

But in case of default being made in payment of the mortgage debt, or the monthly payments or the interest thereon, or in any agreement, covenant or condition of this mortgage, or in the attempt to dispose of said property without first obtaining written permission of the said mortgagee, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, West Virginia, mortgagee, its personal representatives, successors and assigns, or Emory Tyler, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter to sell the property hereby mortgaged, and to transfer the same to the purchaser thereof, which sale shall be made in manner following to-wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes, levied and a commission of 10% to the party selling or making said sale; Secondly, to the payment of all monies owing under this mortgage, whether the same shall have been then matured or not, and as to the balance, to pay it over to the said Junior K. Blizzard, his heirs or assigns, and in case advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

Witness the hand and seal of said mortgagor.

Witness: P. J. Davis

Junior K. Blizzard, (Seal)

THE NATIONAL BANK OF KEYSER, W. VA.
A corporation

BY Jos E. Patchett, Pres.

(Corporate Seal)

STATE OF WEST VIRGINIA,
COUNTY OF MINERAL TO WIT:

I HEREBY CERTIFY that on this 13th day of January 1950 before me, the subscriber, a Notary Public of the State of West Virginia, in and for said County, personally appeared Junior K. Blizzard the within named mortgagor and acknowledged the foregoing mortgage to be his act and deed, . And at the same time before me also personally appeared Jos. E. Patchett, Pres. of the National Bank of Keyser, A corporation, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal)

P. J. Davis, Notary Public.

My commission expires Apr. 5, 1954.

Albert G. Tase et ux

Mortgage

To Filed and Recorded January 17th 1950 at 1:30 P.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$2.75)

THIS MORTGAGE, Made this 17th day of January in the year nineteen hundred and fifty by and between Albert G. Tase and Dorothy V. Tase, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular and the feminine as well as the masculine, as the context may require and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Albert G. Tase and Dorothy V. Tase, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Albert G. Tase and Dorothy V. Tase, his wife, does hereby bargain and sell, give, grant, convey, transfer assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots of ground situate, lying and being in Allegany County, in the State of Maryland, and described as follows, to wit:

FIRST: All that lot or parcel of ground situated on Fourth Street in Long's National Highway Second Addition to LaVale, Maryland, the said lot being an unnumbered lot and shown on the reserved part of the plat thereof, and being a lot immediately adjoining Lot No. 61, as shown on said plat, and the said parcel of ground hereby intended to be conveyed is more particularly described as follows:

Beginning at a point on Fourth Street at the beginning point of Lot No. 61 as shown on the plat of said Addition, and running thence with said Fourth Street, North 48 degrees 41 minutes East 50 feet, thence North 41 degrees 19 minutes West 100 feet, thence South 48 degrees 41 minutes West 50 feet to the end of the third line of Lot No. 61 and running thence with the fourth line of Lot No. 61, South 41 degrees 19 minutes East 100 feet to the point of beginning.

SECOND: All that lot or parcel located on the West side of Fourth Street in Woodlawn and more particularly designated as Lot No. 61 of Long's National Highway Second Addition to LaVale Allegany County, Maryland, and more particularly described as follows, to wit:

Beginning at a peg on the West side of Fourth Street at the end of a line drawn North 41 degrees 19 minutes West 30 feet from the beginning of Lot No. 56 and running thence with said street, South 48 degrees 41 minutes West 50 feet, thence North 41 degrees 19 minutes West 100

Compared and Mailed Delivered
To Judge City
Jan 22 19 50

feet, thence North 48 degrees 41 minutes East 50 feet, thence South 41 degrees 19 minutes East 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by deed of Harry W. Beggs et ux dated June 19, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 196, folio 384.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants therein on his part to be performed then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mort-

gagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place, such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Thomas L. Keech

Albert G. Tase (Seal)

Dorothy V. Tase (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 17th day of January in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Albert G. Tase and Dorothy V. Tase his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Chattel Mortgage

Patricia R. Everly et al

To Filed and Recorded January 18th 1950 at 8:30 A.M.

Family Finance Corporation

Account No. 16315 Actual Amount of this Loan \$300.00 Cumberland, Maryland, January 16, 1950

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation 121 Balto. Street Cumberland, Maryland for and in consideration of a loan receipt of which is hereby acknowledged by mortgagors in the sum of three hundred and no/100 Dollars (\$300.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof together with a final instalment covering any unpaid balance, including interest which instalment is due and owing Twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at ... in the City of ... County of ... State of Maryland, to wit:

Make	Model	Year	Engine No.	Factory No.	Weight	Other Identification
All the furniture, household appliances and equipment and all other goods and chattels now located in or about Mortgagors' residence at 76 Maryland Avenue in the City of McCoole County of Allegany Maryland,						
1 Kenmore stove; 1 table; 4 chairs; 1 Bendix washer; 1 Frigidaire; 1 Silvertone radio; 2 chairs;						

Compared and Mailed Dated Jan 19 50 To Register

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.

Witness: J. H. Snyder

Earl L. Emrick, (Seal)
Route #5 Cumberland, Md.

STATE OF MARYLAND, CUMBERLAND, to wit:

I HEREBY CERTIFY That on this 10th day of January in the year one thousand nine hundred and Fifty before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Earl L. Emrick the Mortgagor named in the foregoing Mortgage and I acknowledged the foregoing Mortgage to be My act. At the same time also appeared J. H. Snyder Agent of the National Discount Corporation, the within-named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

Harold William Blocher et ux

Chattel Mortgage

To Filed and Recorded January 19th 1950 at 8:30 A.M.

The Fidelity Savings Bank of Frostburg, Allegany County, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 16th day of January in the year 1950 by and between Harold William Blocher and Helen S. Blocher, his wife, of Allegany County, Maryland hereinafter called the mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation hereinafter called the mortgagee,

WITNESSETH:

WHEREAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Four Hundred ninety-five --36/00 Dollars (\$495.36) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$495.36 payable to the order of said bank.

Now, Therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property to-wit:

One 1950 model Plymouth Club Coupe, Light tan, Engine number, P20-25597, Serial number 123 95 529

Provided that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$495.36 Dollars with interest as aforesaid according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon or in any installment in whole or in part or in any covenant or condition of this mortgage or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale,

including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at 16 High Street, Frostburg in Allegany County, Maryland, except when actually being used by the said mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$full value, and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of fire to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

Witness the hand and seal of said mortgagor on this 16th day of July in the year 1950

ATTEST:

Ralph M. Race

Harold William Blocher (Seal)

Helen S. Blocher (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY to-wit:

I HEREBY CERTIFY that on this 16th day of January 1950 before me, the subscriber, a Notary Public of the State of Maryland in and for Allegany County, aforesaid personally appeared Harold William Blocher and Helen S. Blocher his wife, the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates Treasurer of the Fidelity Savings Bank of Frostburg Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

For value received, the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, does hereby release the within and foregoing Chattel Mortgage, Witness the Hand of its Executive Vice President, duly attested by its Secretary, and with the Corporate Seal duly affixed at Frostburg, Maryland, this 30th day of June, 1950.
Fred: Ralph M. Race
Secretary
Corporate Seal
Wm B Yates
Executive Vice President
7/5/50

Robert M. Campbell

Mortgage

To Filed and Recorded January 20th 1950 at 3:05 P.M.

Western Maryland Building and Loan Association Inc, Cumberland, Maryland

(Stamps \$1.65)

THIS MORTGAGE, Made this 20th day of January in the year nineteen hundred and fifty by and between Robert M. Campbell (unmarried) of Allegany County and the State of Maryland party of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, Witnesseth:

Whereas, the said party of the first part, being members of the said Western Maryland Building and Loan Association Incorporated have received therefrom an advance loan of One Thousand Nine Hundred (\$1,900.00) Dollars on Nineteen (19) Shares of stock, upon the condition that a good and effectual mortgage be executed by the said party of the first part to the said Body Corporate to secure the payment of the sums of money at the times and in the manner herein after mentioned, and the performance of and compliance with the covenants conditions and agree-

ments herein mentioned, on the part of the said party of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 20f Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said party of the first part does hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that lot, piece or parcel of ground lying and being on the southwest side of North Mechanic Street in Cumberland, Allegany County, Maryland, and known as part of Lot No. 255, of the Original Town Lots of Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stone marked "G" in the southwest side of North Mechanic Street, the said stone being approximately opposite the intersection of the northeast side of North Mechanic Street with the southeast side of Bow Street and running thence with the southwest side of North Mechanic Street North 55 degrees 05 minutes West 24 feet to a cross cut in the brick sidewalk, thence South 86 degrees 55 minutes West 70 feet to a hub at the corner of an old stone wall bordering Big Spring, thence with said old wall South 25 degrees 40 minutes West 21.7 feet, South 50 degrees 45 minutes West 18.2 feet, South 62 degrees 25 minutes West 30.5 feet; thence South 14 degrees 45 minutes West 79.7 feet to a hub in the northeast bank of Wills Creek said hub being South 14 degrees 45 minutes West 8.4 feet from the face of a concrete wall; thence with part of the 4th line of Lot No. 255 reversed South 54 degrees 55 minutes East 109.4 feet to an iron pin in the northeast edge of Wills Creek, the said pin being at the end of the third line of Lot No. 255, thence North 22 degrees 00 minutes East 189.6 feet to the beginning.

IT being the same property which was conveyed to Robert M. Campbell by Hilda K. Koelker, et vir, et al, by deed dated July 6th, 1946, and recorded in Deeds Liber 210, folio 33, among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated its successors and assigns, forever in fee simple.

PROVIDED HOWEVER, that if the said party of the first part make or cause to be made the payments and perform and comply with the covenants conditions and agreements herein mentioned on his part to be made and done, then this mortgage shall be void. And the said party of the first part hereby covenants and agrees with the said Western Maryland Building and Loan Association Incorporated its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation its successors or assigns, the principal sum of One Thousand Nine Hundred (\$1,900.00) Dollars with six (6) per cent interest thereon, payable in 60 monthly payments of not less than \$36.75 each, on or before the 6th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 6th day of February, 1950, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment if not sooner paid, to be due on the 6th day of January, 1955.

It is understood and agreed that the parties of the first part have the right to pay in addition to the aforementioned monthly payments the principal sum then due hereunder or any part thereof in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such

sum or sums against said mortgage debt as part thereof.

THIRD: And the said party of the first part does further covenant to insure forthwith and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Nine Hundred (\$1,900.00) Dollars, . And to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said party of the first part or by anyone who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated its assigns, or William R. Carscaden, its or their duly constituted attorney, to sell the property hereby mortgaged for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days Notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said party of the first part, as their interest may appear.

WITNESS the hands and seals of the said party of the first part hereto, the day and year hereinbefore written.

Test: Maxine Wilmot

Robert M. Campbell (Seal)

State of Maryland,

Allegany County to wit:

I HEREBY CERTIFY that on this 20th day of January 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Robert M. Campbell (unmarried) and he acknowledged the foregoing mortgage to be his act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner, make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 20th day of January, 1950.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Compared and Mailed
To Register
Jan 24 1950

Herman Sweitzer

1950

Chattel Mortgage

To Filed and Recorded January 19th at 8:30 A.M.

Frostburg National Bank

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 18th day of January, 1950, by and between Herman Sweitzer of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Five Hundred Thirty-three and 71/100 Dollars (\$533.71) which is payable with interest at the rate of six per cent (6%) per annum in 12 monthly installments of Forty-four and 50/100 Dollars (\$44.50) payable on the 18th day of each and every calendar month said instalments including principal and interest as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns the following described personal property located at Hill Street, Frostburg, Allegany County, Maryland:

1948 Pontiac Streamliner 8, 2-door Sedan, Serial No. P8PB 7303 Motor No. P8PB 7303.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell dispose of or remove the said property above mortgaged or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee its successors and assigns, or W. Earle Cobey, its, his her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash and the proceeds arising from such sale applied: first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or

not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Five Hundred and 00/100 Dollars (\$500.00) and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

Herman Sweitzer, (Seal)

Ruth M. Todd

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 18th day of January 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Herman Sweitzer the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared F. Earl Kreitzburg Cashier and Agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd

Notary Public.

Compared and Mailed
To Register
Jan 24 1950

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Chattel Mortgage

John L. Lear

To

Filed and Recorded January 23rd 1950 at 10:00 A.M.

Cumberland Savings Bank, Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 18th day of January, 1950 by and between John L. Lear of Allegany County, Maryland, hereinafter called the Mortgagor, and Cumberland Savings Bank of Cumberland, Maryland, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, The said Mortgagor stand indebted unto the said Mortgagee in the full sum of \$327.99 payable in 18 successive monthly installments of \$18.23 each, beginning one month after the date hereof as is evidenced by his promissory note of even date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of \$1.00 the said Mortgagor do hereby bargain and sell unto the said Mortgagee, its successors and assigns, the following property to-wit:

1940 Sports Sedan Special DeLuxe Sedan # Motor #2960064 Serial 14KA12-9455

PROVIDED, if the said Mortgagor shall pay unto the said Mortgagee the aforesaid sum of

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagee; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagee at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagee resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagee(s).

WITNESS S. Burns Clyde E. O'Baker (SEAL)
WITNESS D. Aldridge (SEAL)
WITNESS _____ (SEAL)

STATE OF MARYLAND COUNTY OF Allegany, TO WIT:

I HEREBY CERTIFY that on this 7 day of January 1950 before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County of Allegany, personally appeared _____

Clyde E. O'Baker the Mortgagee(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared Wen A. Chappell

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal)

Daisy V. Aldridge Notary Public

Thomas J. Hickie et ux

To

Filed and recorded January 17th 1950 at 10:40 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

This Mortgage, Made this 13th day of January in the year Nineteen Hundred and ~~Forty~~ Fifty by and between Thomas J. Hickie and Elma K. Hickie his wife, of Allegany County, in the State of Maryland part les of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: Whereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of Fifty Six Hundred (\$5600.00) Dollars,

which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-one Dollars and 44/100 Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground on the westerly side of the National Highway in LaVale, Allegany County, Maryland, known and designated as Lot Number 7 in Bruce and Litzburg Addition, a plat of which is recorded in Liber 113, Folio 766 of the Land Records of Allegany County, Maryland which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the westerly side of the National Highway at the end of the first line of Lot Number 6 in said Addition and running then with said highway South 32 degrees 50 minutes West 50 feet, then North 57 degrees 10 minutes West 97.44 feet to the third line of a deed from Henry Wiegand et ux to William M. Bruce and Clarence Litzburg dated September 30, 1913, which is recorded in Liber 113, Folio 238 one of the Land Records of Allegany County, Maryland, then with said line reversed and corrected North 33 degrees 34 minutes East 50 feet to the end of the second line of said Lot Number 6 and then with said second line reversed South 57 degrees 10 minutes East 96.81 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Paul R. Laine et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents. This is a purchase money mortgage.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and appurtenances, thereunto belonging or in any wise appertaining.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On here and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s , their heirs, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed & Forwarded
To Geo. W. Lipp By Reg.
Jan 17 1950

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Six Hundred (\$5600.00) 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison Thomas J. Hickle (SEAL)
Elma K. Hickle (SEAL)
George W. Legge (SEAL)
George W. Legge (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 13th day of January in the year nineteen hundred and forty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas J. Hickle and Elma K. Hickle, his wife, the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

J. Louis Sluss et ux

To Filed and Recorded January 17th 1950 at 10:40 A.M.

First Federal Savings and Loan Association of Cumberland

Mortgage

(Stamps \$3.85)

This Mortgage, Made this 13th day of January in the year Nineteen Hundred and forty five by and between J. Louis Sluss and Margaret W. Sluss, his wife, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Thirty Six Hundred and Fifty (\$3650.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-five (\$45.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges effecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All the following described piece or parcel of land lying and being in Allegany County, State of Maryland, and situated in the Town of Frostburg.

BEGINNING at a point on the North side of Broadway Street, North 50 degrees East 100 feet from the East corner of a lot known as the David Morgan lot on said Broadway Street, and reversing said line South 50 degrees West 100 feet to the said corner of Morgan's lot, with the East line of said lot North 29 1/2 degrees West 178 feet, thence North 50 degrees East 80 feet to a 10 foot alley and thence by a straight line with said alley to the point of beginning.

It being the same property conveyed by Louise A. Williams, widow, to Margaret M. Sluss by deed dated the 8th day of May, 1947, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 215, Folio 87.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-six hundred and fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest:

Harry D. Eisel

J. Louis Sluss

(SEAL)

Margaret M. Sluss

(SEAL)

J. Louis Sluss

(SEAL)

Margaret M. Sluss

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 13th day of January in the year nineteen hundred and forty Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared J. Louis Sluss and Margaret M. Sluss, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Harry D. Eisel

Notary Public

James L. Symons et ux

To

Filed and Recorded January 18th 1950 at 11:10 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$1.65)

This Mortgage, Made this 18th day of January in the year Nineteen Hundred and forty Fifty by and between James L. Symons and Pauline E. Symons his wife of Allegany County, in the State of Maryland part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of One Thousand Six Hundred and 00/100 Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-five and 00/100 Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of land known and designated as Lot Number 6 Block 37 of the Potomac Park Addition, fronting on McMullen Highway, said Addition being about four miles West of the City of Cumberland, Maryland, and being more particularly described as follows: BEGINNING at a point on the Southerly side of River Road at the end of the first line of Lot Number 5, and running with said River Road North 74 degrees 40 minutes East 40 feet thence at right angles to said River Road, South 15 degrees 20 minutes East 115-35/100 feet to a point on the Westerly side of Avenue O, and with it South 24 degrees 01 minutes West 5 feet to a twenty foot alley, and with it South 74 degrees 40 minutes West 36-55/100 feet to the end of the third line of said Lot Number 5, and reversing said third line, North 15 degrees 20 minutes West 120 feet to the place of beginning.

IT being the same property conveyed to James L. Symons and Pauline E. Symons, his wife, by deed from John R. Treiber and wife, dated the 17th day of August, 1936, and recorded in Liber No. 175, Folio 486 one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Tenure with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison (SEAL)
James L. Symons (SEAL)
Pauline E. Symons (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 18th day of January in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James L. Symons and Pauline E. Symons his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Gerald L. Harrison

Notary Public

Robert R. Wills et ux
 To

Filed and Recorded January 18th 1950 at 11:10 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$13.20)

This Mortgage, Made this 18th day of January in the year Nineteen Hundred and forty fifty by and between Robert R. Wills and Mary E. Wills, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twelve Thousand (\$12,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of One hundred and twenty (\$120.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

First: All that parcel of land fronting 33 feet on Frederick Street, in Cumberland, Allegany County, Maryland, known as Lot No. 145 in Gephart's Bedford Road Addition to Cumberland (an amended plat of which is filed among the Land Records of Allegany County in Plat Case Box 82) and more particularly described as follows, to-wit:

BEGINNING at a point on the Southeasterly side of Frederick Street at the end of the first line of Lot No. 144 in said Addition, and running thence with the Southeasterly side of said Frederick Street, North 41 degrees 5 minutes East 33 feet; thence at right angles to said Frederick Street, South 48 degrees 55 minutes East 115 feet to the Northwesterly side of Woodlawn Terrace; and with it, South 41 degrees 5 minutes West 33 feet to the end of the second line of said Lot No. 144; and with said second line reversed, North 48 degrees 55 minutes West 115 feet to the place of beginning.

It being the same property conveyed by George R. Bramble and Elizabeth M. Bramble, his wife, to Robert R. Wills and Mary E. Wills, his wife, by deed dated the 21st day of June, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 209, Folio 539, etc.

Second: All those lots or parcels of ground lying and being in Election District No. 21 of Allegany County, Maryland, known as Lots Nos. 11, 12 and 13, on the South side of the Baltimore Pike, being part of the lands formerly owned by W. Boyd Smith, and more particularly described as follows:

BEGINNING at an iron pipe driven at the Northeast corner of Lot No. 11 and on the Southerly limits of the Baltimore Pike at the end of 500.0 feet on a line drawn South 81 degrees 47 minutes West from an iron pipe on Southerly limit of said Pike and a corner to lands owned by Roy V. Smith; then extending said line and with the limits of said Pike and the front lines of Lots Nos. 11, 12 and 13, South 81 degrees 47 minutes West 150.0 feet to an iron pipe at the Northeast corner of Lot No. 14, now owned by John L. Fisher, and with the 4th line of said lot reversed, South 8 degrees 13 minutes East 238.4 feet to an iron pipe on line of land owned by Roy V. Smith and with said line, North 70 degrees 42 minutes East 152.85 feet to an iron pipe; then leaving said line, North 8 degrees 13 minutes West 209.0 feet to the beginning.

It being the same property conveyed by Carl Wilson and Vanna Wilson, his wife, to Robert R. Wills, and Mary E. Wills, his wife by deed dated the 13th day of September, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 226, Folio 324.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison Robert R. Wills (SEAL)
Mary E. Wills (SEAL)
 (SEAL)
 (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 18th day of January in the year nineteen hundred and ~~forty~~ Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Robert R. Wills and Mary E. Wills his wife

the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal)

Gerald L. Harrison
 Notary Public

Compared and Mailed Delivered
 To Allegany County, Md.
Jan 27 1950

John B. Steiding et ux

Mortgage

To Filed and Recorded January 24th 1950 at 10:40 A.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 23rd day of January in the year Nineteen Hundred and ~~forty~~ FIFTY by and between John B. Steiding and Justine A. Steiding, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Seven Thousand (\$7,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty-five Dollars and Thirty-six Cents (\$55.36) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the Southerly side of Braddock Road opposite Allegany Grove Camp Ground about four and one-half miles Westerly of the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a small iron pin standing at the intersection of the Southerly edge of concrete of the Braddock Road and the Westerly side of Glenview Terrace a 22 foot driveway, said pin also standing South 61 degrees 54 minutes West 22 feet (as corrected) from the end of the first line of a parcel of ground conveyed by D. Clifford Goodfellow Attorney to the Cumberland Cement and Supply Company by deed dated December 16, 1947 which is recorded in Liber 218 folio 511, one of the Land Records of Allegany County, Maryland, and continuing then with the Southerly edge of concrete of Braddock Road as it stands today (Magnetic Bearings as of February, 1949, and with horizontal measurements) South 58 degrees 46 minutes West 60 feet to a small iron pin imbedded at the edge of the concrete, said pin also standing North 42 degrees 14 minutes West 55.4 feet from the Northwesterly corner of the dwelling that stands on this described parcel of ground, then leaving Braddock Road and running South 32 degrees 15 minutes East 183 feet to an iron stake standing on the Northwesterly side of Glenview Terrace, then with the Westerly side of said Terrace North 20 degrees 24 minutes East 55.7 feet to a stake, then North 3 degrees 46 minutes West 32.55 feet to a stake, and then North 32 degrees 10 minutes West 119.5 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Norbert J. Zeller et al of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents. This is a purchase money mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand (\$7,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s
Attest: Gerald L. Harrison John B. Steiding (SEAL)
Justina A. Steiding (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 23rd day of January in the year nineteen hundred and ~~xxxxx~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John B. Steiding and Justina A. Steiding, his wife, the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

Douglas W. Breedlove et ux

Mortgage

To

Filed and Recorded January 26th 1950 at 11:00 A.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$2.20)

This Mortgage, Made this 26th day of January in the year Nineteen Hundred and Fifty by and between Douglas W. Breedlove and Catherine G. Breedlove, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors s, the sum of Twenty-three Hundred and Fifty (\$2350.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty Dollars and 00/100 (\$30.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of that lot or parcel of ground situated in Election District No. 7 in Allegany County State of Maryland which is known and designated as Lot No. 133 on the revised plat of Cresap Park Addition which said plat is filed among the Land Records of Allegany County, in Map Case Box 91 and which said Lot No. 133 fronts on Knobley View Drive and is particularly described as follows, to-wit:

BEGINNING for the same on the Southeasterly side of Knobley View Drive at the end of the first line of Lot No. 132 of Cresap Park Addition and running thence with the Southeasterly side of Knobley View Drive North 59 degrees East 40 feet, thence South 31 degrees East 175 feet to a ten foot alley thence with said alley South 59 degrees West 40 feet to the end of the second line of Lot No. 132 thence reversing said second line North 31 degrees West 175 feet to the point of beginning.

This being the same property conveyed to Douglas W. Breedlove and Catherine G. Breedlove, his wife, by deed from Everett W. Clem and Lola M. Clem, his wife, dated the 18th day of November 1941 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 192, Folio 103, etc.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to end approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed 24th Jan 31 1950
T. H. Legge, City

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty Dollars and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s
Attest: Gerald L. Harrison Douglas W. Breedlove (SEAL)
Catherine G. Breedlove (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 26th day of January in the year nineteen hundred and ~~xxxxx~~ Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Douglas W. Breedlove and Catherine G. Breedlove his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

Floyd V. Cozad et ux

To Filed and Recorded January 26th 1950 at 11:00 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$6.05)

This Mortgage, Made this 25th day of January in the year Nineteen Hundred and ~~xxxxx~~ Fifty by and between Floyd V. Cozad and Margaret W. Cozad his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Fifty Six Hundred and Thirty (\$5630.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-four and 53/100 (\$44.53) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground lying and being on the Northerly side of LaVale Terrace, known and designated as parts of Lots Nos. 7 and 8 in Annex to National Highway Addition which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Northerly side of LaVale Terrace at the end of the first line of Lot No. 6 in said Addition, said stake being South 42 degrees 20 minutes West 150 feet from the intersection of the Northerly side of LaVale Terrace and the Westerly side of LaVale Street, and running then from said stake, South 42 degrees 20 minutes West 50.05 feet to a stake, then North 47 degrees 40 minutes West 150 feet, then North 42 degrees 20 minutes East 50.05 feet to the second line of said Lot No. 6 and then with part of said second line reversed South 47 degrees 40 minutes East 150 feet to the place of beginning.

It being the same property which was conveyed to Floyd V. Cozad and Margaret W. Cozad his wife, by The Cumberland Improvement Company, a Maryland Corporation, by deed dated the 16th day of August, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 210, Folio 712.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-six hundred and thirty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Lynn C. Lashley

Floyd V. Cozad (SEAL)
Margaret W. Cozad (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 25th day of January in the year nineteen hundred and ~~twenty~~ Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Floyd V. Cozad and Margaret W. Cozad his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Lynn C. Lashley
Notary Public

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Edward Darr et ux

To Filed and Recorded January 26th 1950 at 11:00 A.M.

First Federal Savings and Loan Association of Cumberland

Mortgage

(Stamps \$1.65)

This Mortgage, Made this 24th day of January in the year Nineteen Hundred and ~~Forty~~ Fifty by and between Edward Darr and Daisy Mae Darr, his wife, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Fifteen Hundred (\$1500.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-five (\$25.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the south side of Ann Street, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same at a point distant North seventy-four degrees and thirty minutes East two hundred and eighty two feet from the intersection of the east side of Maryland Avenue and the South side of Ann Street, and running thence with the South side of Ann Street, North seventy four degrees and thirty minutes East twenty eight feet to the end of the first line of the whole lot conveyed to F. Helene Goodfellow by David P. Miller by deed dated February 23rd, 1905, and recorded in Liber No. 97 folio 27 of the Land Records of Allegany County, and running thence with the second line of said whole lot, South fifteen degrees and thirty minutes East one hundred and fourteen feet to a stake on the north side of an alley, thence with the North side of said alley, South seventy four degrees and thirty minutes West twenty eight feet; thence north fifteen degrees and thirty minutes West one hundred and fourteen feet to the place of beginning.

It being the same property conveyed by F. Helene Goodfellow and Joseph R. Goodfellow, her husband, to Edward Darr by deed dated the 17th day of February, 1919, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 126 Folio 360.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Lynn C. Lashley

Edward Darr (SEAL)

Daisy Mae Darr (SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 24th day of January in the year nineteen hundred and forty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Edward Darr and Daisy Mae Darr, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Lynn C. Lashley

Notary Public

Paul Martin Rayburn et ux

To Filed and Recorded January 27th 1950 at 3:00 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$4.95)

This Mortgage, Made this 26th day of January in the year Nineteen Hundred and forty five by and between Paul Martin Rayburn and Ethel Rayburn, his wife, of Allegany County, in the State of Maryland, part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Forty Five Hundred and 00/100 Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-six Dollars and Seventy-seven Cents (\$36.77) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

PARCEL NO. 1

All that lot or parcel of land situate, lying, and being on the South side of the Braddock Road near the top of Haystack Mountain in Allegany County, Maryland, and being a part of that land or tract of land which was conveyed to J. Howard Brinkman by Charles Z. Heskett, et al by deed dated February 10, 1943, and which said deed is recorded in Liber 195 Folio 307, one of the Land Records of Allegany County, Maryland, a specific reference to said deed being hereby made for a fuller and more particular description of the land hereby conveyed, and which said land is more particularly described as follows, to-wit:

BEGINNING at an iron stake standing in the first line of the deed of the whole tract, hereinbefore referred to, at the end of 509.2 feet in said line, which said stake also stands at the intersection of said first line with the Southern right-of-way line of the Braddock Road, and running thence by magnetic meridian as of 1946 and horizontal measurements with the said right-of-way of said Braddock Road North 77 degrees 43 minutes West 150 feet from the said beginning; thence leaving said Braddock Road and running through the original tract, South 19 degrees 40 minutes West 200 feet to a stake and stone pile; thence South 70 degrees 20 minutes East 183.3 feet to a stake and stone pile on the First line of the original tract; and thence with this line, North 10 degrees 44 minutes East 222.2 feet to the beginning, according to a survey made by G. J. Alstatter, surveyor.

PARCEL NO. 2 -

All that parcel of land situate, lying and being in Election District No. 29, Allegany County, Maryland, and being on the Southerly side of Braddock Road westwardly of the City of Cumberland, Maryland, and being more particularly described as follows, to-wit:

BEGINNING at a stake and stones at the end of the second line of the lot previously conveyed to the said Paul Martin Rayburn, et ux, by J. Howard Brinkman, et ux, which said deed is recorded in Liber 220, Folio 294, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made; and thence extending said line land, a specific reference to which said deed is hereby made; and thence extending said line (1) South 19 degrees 40 minutes West 227.8 feet to the point where the said line intersects the South line of the original tract; thence with a part of said line (2) South 56 degrees the South line of the original tract; thence with the end thereof; thence with part of the east line East 236.7 feet to a stake and stones at the end thereof; thence with part of the east line of the original tract (3) North 10 degrees 44 minutes East 290.1 feet to a stake and stones at the end of the third line of the above-mentioned lot; thence reversing said line (4) North 70 degrees 20 minutes West 183.3 feet to the place of beginning.

The above two parcels of ground being conveyed unto the parties of the first part by deed of J. Howard Brinkman, et ux., by two deeds, the first dated April 30, 1948, which is recorded in Liber 220, Folio 294, one of the Land Records of Allegany County, Maryland, the second dated October 20, 1948, which is recorded in Liber 223, Folio 34, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed and Recorded
T. H. Legge, Esq.
Jan 31 1950

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-Five Hundred Dollars (\$4500.00) ~~Dollars~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest: Gerald L. Harrison Paul Martin Rayburn (SEAL)
Ethel Rayburn (SEAL)
George W. Legge (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 26th day of January in the year nineteen hundred and ~~thirty~~ Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul Martin Rayburn and Ethel Rayburn, his wife,

the said mortgagors, herein and they acknowledged the aforesaid mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
Gerald L. Harrison.
 (Notarial Seal) Notary Public

Louis R. Hartman et ux

Mortgage

To

Filed and Recorded January 18th 1950 at 11:20 A.M.

First Federal Savings and Loan Association of Cumberland

Purchase Money

This Mortgage, Made this 17th day of January in the year Nineteen Hundred and ~~thirty~~ Fifty by and between Louis R. Hartman and Beatrice V. Hartman his wife,

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirty Five Hundred and 00/100 (\$3,500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-five and 00/100 (\$35.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground on the northerly side of Yale Avenue in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 20 in the Goethe Street Addition to Cumberland, Maryland, a plat of which said addition is recorded in plat book, Liber 1, Folio 37 of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at a peg on the northerly side of Yale Avenue at the intersection of said avenue with the easterly side of Legion Street and running then with Yale Avenue North 35 degrees 5 minutes East 25 feet, then North 54 degrees 55 minutes West 120 feet to a 15 foot alley, then with said alley South 35 degrees 5 minutes West 25 feet to Legion Street, and then with said street South 54 degrees 55 minutes East 120 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Rosella C. Dryer of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents. This is a purchase money mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or hereafter erected on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On have and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty Five Hundred and 00/100 (\$3500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s
Attest: Gerald L. Harrison Louis R. Hartman (SEAL)
Beatrice V. Hartman (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 17th day of January in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Louis R. Hartman and Beatrice V. Hartman his wife

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

Louis R. Hartman et ux
C. Glenn Watson et ux
Filed and Recorded January 18th 1950 at 11:20 A.M. Mortgage

THIS MORTGAGE, Made this 17th day of January in the year Nineteen Hundred and fifty, by and between

Louis R. Hartman and Beatrice V. Hartman his wife,

of Allegany County, in the State of Maryland
parties of the first part, and C. Glenn Watson and Ethel M. Watson, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the parties of the second part in the full and just sum of Thirteen Hundred Dollars (\$1300.00) to be repaid with interest at the rate of Six Per Cent (6%) per annum, computed quarterly on unpaid balances, said indebtedness to be amortized by the payment of at least Three Hundred Dollars (\$300.00) quarterly together with the accrued interest, the first quarterly payment being due three months from the date of these presents and each and every quarter thereafter until the whole principal together with the interest accruing thereon is paid in full, to secure which said principal together with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Louis R. Hartman and Beatrice V. Hartman his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said C. Glenn Watson and Ethel M. Watson his wife, their
as tenants by the entireties
heirs and assigns the following property, to-wit:

All that lot or parcel of ground on the northerly side of Yale Avenue in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 210 in the Goethe Street Addition to Cumberland, Maryland, a plat of which said addition is recorded in plat book, Liber 1 Folio 37, of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at a peg on the northerly side of Yale Avenue at the intersection of said avenue with the easterly side of Legion Street and running then with Yale Avenue North 35 degrees 5 minutes East 25 feet, then North 54 degrees 55 minutes West 120 feet to a 15 foot alley, then with said alley South 35 degrees 5 minutes West 25 feet to Legion Street, and then with said street South 54 degrees 55 minutes East 120 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Rosella C. Dryer of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of these presents. This mortgage is a second mortgage and is subject to the mortgage from the parties of the first part unto the First Federal Savings and Loan Association of even date which is intended to be recorded among the Mortgage Records of Allegany County, Maryland, immediately prior to the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Louis R. Hartman and Beatrice V. Hartman his wife, their
heirs, executors, administrators or assigns, do and shall pay to the said C. Glenn Watson and Ethel M. Watson his wife, their
executors or assigns, the aforesaid sum of Thirteen Hundred Dollars (\$1300.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Louis R. Hartman and Beatrice V. Hartman his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Louis R. Hartman and Beatrice V. Hartman his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said C. Glenn Watson and Ethel M. Watson his wife, their

heirs, executors, administrators and assigns, or Harry I. Stogmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Louis R. Hartman and Beatrice V. Hartman his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Louis R. Hartman and Beatrice V. Hartman his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirteen Hundred (\$1300.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees their, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest

Louis R. Hartman (Seal)

Gerald L. Harrison

Beatrice V. Hartman (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 17th day of January

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Louis R. Hartman and Beatrice V. Hartman his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared C. Glenn Watson and Ethel M. Watson his wife,

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Gerald L. Harrison

Notary Public

Kenneth H. Tichnell et ux Filed and Recorded January 21 1950 at 8:30 A.M. Mortgage
To Farmers and Merchants Bank of Keyser West Virginia

This Mortgage,

Made this 14th day of January

in the year Nineteen Hundred and Fifty, by and between
Kenneth H. Tichnell and Goldie C. Tichnell his wife,

of Allegany County, in the State of Maryland

part ies of the first part, and Farmers and Merchants Bank of Keyser, West Virginia
a corporation

of Mineral County, in the State of West Virginia

part y of the second part, WITNESSETH:

Whereas, Thesaid Kenneth H. Tichnell and Goldie C. Tichnell are indebted to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation in the full sum of Three Thousand Two Hundred Dollars (\$3,200.00) which said indebtedness is represented by a certain negotiable promissory note bearing even date herewith, executed by the said Kenneth H. Tichnell and Goldie C. Tichnell his wife, payable on demand after date to the order of the Farmers and Merchants Bank of Keyser, West Virginia, a corporation in the principal sum of Three Thousand Two Hundred Dollars (\$3,200.00) at its Banking House in Keyser, West Virginia, with interest at six per cent per annum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Kenneth H. Tichnell and Goldie C. Tichnell his wife,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its successors

and assigns, the following property, to-wit: All that certain tract or parcel of land situate in Election District Number 7 of Allegany County, Maryland, particularly described as follows, -BEGINNING at an iron stake and ash tree in the West boundary line of McMullen Highway (U.S. R. 220) second corner of a tract of 2.79 acres conveyed by Thomas H. VanPelt and wife, to Arthur S. Tichnell and wife, by deed bearing date the 20th day of May 1948, and recorded in the Office of the Clerk of the Circuit Court of Allegany County, Maryland, in Liber No. 220, folio 607, and running with said road line, S. 27° 00' W. (1941) 334 feet to an iron stake in said road line, beginning corner of a tract of 0.17 acre conveyed to James H. Robison and wife by deed dated the 6th day of February 1941; thence reversing the last line thereof N. 63° 00' W. 100 feet to the fifth corner of a tract of 0.87 acre conveyed to the said Robison and wife; thence reversing two lines thereof, N. 63° 00' W. 40 feet to an iron stake by a post at the corner of a wire fence; thence with said fence, S. 27° 00' W. 300.3 feet to an iron stake in the third line of a tract of 1.75 acres conveyed to Doris A. Pierce; thence reversing a line thereof N. 51° 50' W. 452 feet to an iron stake, third corner of said tract, thence making new division line (M.B. 1950) N. 2° 30' E. 438.7 feet to an iron stake near the top of a hill; thence along a fence N. 43° 50' E. 250 feet to a wild cherry tree, third corner of the 2.79 acre tract above mentioned; thence reversing two lines thereof (M.B. 1948) S. 42° 35' E. 168 feet to a stone by a fence post; thence S. 59° 00' E. 522 feet to the place of the BEGINNING, containing 9.15 acres, more or less, and being the same parcel of real estate which was conveyed to the said Kenneth H. Tichnell and Goldie C. Tichnell, his wife, by Thomas H. Van Pelt and Mary M. Van Pelt, his wife, by deed dated the 14th day of January, 1950, and to be recorded in said Clerk's Office prior to the recordation of this Mortgage

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Kenneth H. Tichnell and Goldie C. Tichnell his wife, heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its successors and assigns, the aforesaid sum of Three Thousand Two Hundred Dollars (\$3,200.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. The said parties of the first part covenant that they will pay the sum of at least Thirty five Dollars each month upon the indebtedness herein secured and described.

And it is Agreed that until default be made in the premises, the said
Kenneth H. Tichnell and Goldie C. Tichnell, his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
Kenneth H. Tichnell and Goldie C. Tichnell his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
Farmers and Merchants Bank of Keyser, West Virginia, its

successors
and assigns, or Lester Reynolds, attorney
their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Kenneth H. Tichnell and Goldie C. Tichnell his wife, their
heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Kenneth H. Tichnell and Goldie C. Tichnell, his wife,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least
Two Thousand Five Hundred

Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee its successors or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest A. L. Matlick
A. L. Matlick

Kenneth H. Tichnell (Seal)

Goldie C. Tichnell (Seal)

(Seal)

(Seal)

WEST VIRGINIA
State of Maryland,
MINERAL
Allegany County, to wit:

I hereby certify, That on this 17th day of January

in the year nineteen hundred and fifty
a Notary Public of the State of West Virginia, in and for said County, personally appeared

Kenneth H. Tichnell and Goldie C. Tichnell his wife,
and they acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared George R. Davis, President and Cashier
of the
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

My commission expires Jan. 7, 1953

C. B. Hott

Notary Public

Lionel M. Davis et ux.

Lionel M. Piper

Filed and Recorded January 21st 1950 at 11:50 A. M.
Mortgage
Stamps \$0.55

This Mortgage, Made this 20th day of January

in the year Nineteen Hundred and Fifty, by and between
Lionel M. Davis and Patsy Jane Davis, his wife

of Allegany County, in the State of Maryland
parties of the first part, and Lionel M. Piper

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The said parties of the first part stand indebted unto the said Lionel
M. Piper in the just and full sum of Seven Hundred (\$700.00) Dollars, to be re-paid with
interest at the rate of three per cent (3%) per annum, computed semi-annually in payments of
at least Thirty (\$30.00) Dollars per month, the first of said monthly payments being due one
month from the date of these presents and each and every month thereafter until the whole
principal together with the interest thereon shall have been paid in full.
The said interest shall be paid semi-annually as it accrues.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said Lionel M. Davis and Patsy Jane Davis, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said
Lionel M. Piper, his

heirs and assigns, the following property, to-wit:

All that piece or parcel of land or ground, situate, lying and being in Election District
No. 16, Allegany County, State of Maryland and being part of the same land which the said
Charles Elmer Davis and Olive Pearl Davis obtained from William A. Dolan and Catherine Dolan
by deed dated the 9th day of January, 1922 and recorded in the Land Records of Allegany County,
Maryland, in Liber 139 folio 406 and being described as follows, to wit: Beginning at a stone
and stake on the Northerly margin of the Uhl Highway at the end of 387.7 feet on the 19th line
of the original tract called "Big Spring Re-surveyed" of which the parcel of land hereby con-
veyed is a part and running thence by the remainder of said line corrected to true meridian
course North 19 degrees 12 minutes East 206.3 feet to a stake in a ravine, thence by the 20th
line of said original tract South 41 degrees 48 minutes East 594 feet to a point within the
easement of the Uhl Highway but marked by a stone on the northerly margin of said Uhl Highway,
thence by said margin North 76 degrees West 173.7 feet and North 61 degrees West 425.3 feet to
the beginning. Containing 1.453 acres.

It being the same property which was conveyed to Lionel M. Davis and Patsy Jane Davis,
his wife by Charles Elmer Davis et ux., by deed dated the first day of September, 1947, and
recorded in Liber 217 folio 196, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Lionel M. Davis and Patsy Jane Davis, his wife, their
heirs, executors, administrators or assigns, do and shall pay to the said
Lionel M. Piper, his heirs,

executor, administrator or assigns, the aforesaid sum of Seven Hundred Dollars
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Lionel M. Davis and Patsy Jane Davis, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Lionel M. Davis and Patsy Jane Davis, his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and those presents are hereby declared to be made in trust, and the said

Lionel M. Piper

heirs, executors, administrators and assigns, or F. Brooke Whiting, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Lionel M. Davis and Patsy Jane Davis, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said Lionel M. Davis and Patsy Jane Davis, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least

Seven Hundred (\$700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest

Ethel McCarty

Lionel M. Davis (Seal)

Patsy J. Davis (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 20th day of January

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Lionel M. Davis and Patsy Jane Davis, his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Lionel M. Piper

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ethel McCarty

Notary Public

Katie Gurson Pinsky et al

Edward J. Ryan

Filed and Recorded January 23rd 1950 at 2:10 P. M.
Mortgage Stamps \$2.20

This Mortgage, Made this 14th day of January

in the year Nineteen Hundred and Fifty, by and between Katie Gurson Pinsky, (also known as Katherine Pinsky) and Bernard Pinsky, her husband,

of Baltimore City, in the State of Maryland

parties of the first part, and

Edward J. Ryan

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Five Hundred Dollars, (\$2,500.00), which said sum the parties of the first part promise to pay to the order of the party of the second part One (1) year after date, with interest thereon at the rate of Six Per Centum (6%) per Annum, payable semi annually, with the right of the parties of the first part to make payment of any amount upon the principal indebtedness at any interest period.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

FIRST: All that lot or parcel of ground with the dwelling and all other improvements thereon, lying in the Northern part of the City of Cumberland, Maryland, said lot and premises being known and designated as Lot No. 6, of Section "C", of the Cumberland Improvement Company's Northern Addition to the Town of Cumberland; it being the same property conveyed to Dora Gurson, wife of Isaac Gurson by the Cumberland Improvement Company, by deed dated July 10th, 1913, and recorded in Liber No. 112, folio 645, one of the Land Records of Allegany County; reference to which said deed is hereby made.

IT BEING also the same property which was conveyed unto the said Katie Gurson Pinsky by Isaac Gurson, widower, et al., by deed dated March 23rd, 1943, and recorded in Liber No. 196, folio 28, one of the Land Records of Allegany County, Maryland.

SECOND: All that lot, piece and parcel of ground beginning for the same at a stake standing on the Northerly side of Columbia Avenue, said stake being distant North 68 degrees 45 minutes West 100 feet from the Westerly side of Franklin Street, and running thence with the said Northerly side of Columbia Avenue in a Westerly direction North 69 degrees 45 minutes West 28 feet to a stake; thence at right angles to said Columbia Avenue, North 21 degrees 15 minutes East 140 feet to a stake standing on the Southerly side of an alley, and with it, South 68 degrees 45 minutes East 28 feet to a stake; thence South 21 degrees 15 minutes West 140 feet to the place of beginning; being part of Lot No. 5, Section "C" of The Cumberland Improvement Company's Northern Addition to Cumberland, Maryland, as shown on a map of the Cumberland Improvement Company's Northern Addition as recorded among the Land Records of Allegany County, Maryland.

IT BEING the same property which was conveyed unto the said Katherine Pinsky, (also known as Katie Gurson Pinsky), by deed dated October 12th, 1943, and recorded in Liber No. 197, folio 711, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his heirs, executors, administrators or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars, (\$2,500.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Ethel McCarty
Jan 24 1950

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Five Hundred Dollars, (\$2,500.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest

Katie Gurson Pinsky (Seal)

M. E. Schucalter

Bernard Pinsky (Seal)

(Seal)

(Seal)

State of Maryland, BALTIMORE CITY,

Notary Public to wit:

I hereby certify, That on this 14th day of January

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Katie Gurson Pinsky, (also known as Katherine Pinsky), and Bernard Pinsky, her husband

and each acknowledged the foregoing mortgage to be their act and deed; and

that the same does not contain any provision for the payment of interest or principal, and that the consideration for said mortgage is not less than the amount of the debt secured by the same.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Morris E. Schucalter

STATE OF MARYLAND: COUNTY OF ALLEGANY: TO WIT: Notary Public
I HEREBY CERTIFY, That on this 14th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward J. Ryan, the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year above written.
(Notarial Seal) William L. Wilson, Jr. Notary Public.

Mary L. Smith

Josephine M. Mackey

Filed and Recorded January 24th 1950 at 9:20 A.M.

Mortgage

(Stamps \$1.10)

This Mortgage, Made this 23rd day of January
SECOND in the year Nineteen Hundred and Fifty

Mary L. Smith

of Allegany County, in the State of Maryland
part y of the first part, and Josephine M. Mackey

of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, the said party of the first part is justly and bona fide indebted unto the said Josephine M. Mackey in the full and just sum of One Thousand Two Hundred Fifty (\$1250.00) and 00/100 Dollars current money as is evidenced by the promissory note of the said party of the first part for the sum of One Thousand Two Hundred Fifty (\$1250.00) Dollars payable to the order of Josephine M. Mackey one year after date with interest a five per centum per annum, payable quarterly.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Southwesterly side of Laing Avenue in the City of Cumberland, Allegany County, Maryland consisting of most of Lot No. 43 in Laing's Addition to Cumberland, Maryland, a plat of same being recorded in Liber No. 60 Folio 258, one of the Land Records for Allegany County, Maryland and more particularly described as follows, to-wit:

Beginning for the same at a stake standing at the end of the first line of Lot No. 42 of said Addition and continuing thence with Laing Avenue (magnetic bearings as of the original Plat of Lots) North 56 degrees West 47 feet to a stake, thence at right angles to Laing Avenue as now located, South 34 degrees West 80 feet to a stake, thence at right angles to the last named line, South 56 degrees East 25 feet to a stake, thence South 34 degrees West 20 feet to a stake standing on the third or back line of Lot No. 43 of said Addition, thence with the remainder of said third line South 56 degrees East 22 feet to a stake at the end of the second line of Lot No. 42 of said Addition, thence reversing said second line North 34 degrees East 100 feet to the beginning.

It being the same property which was conveyed to Frank W. Smith and Mary L. Smith his wife, by deed dated May 15th, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 209, Folio 121. It also being the same property that was conveyed to Mary L. Smith by Frank W. Smith her husband, by deed dated April 21st, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 225, Folio 1.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs, executor, administrator or assigns, the aforesaid sum of One Thousand, two hundred and fifty (\$1250.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, her

heirs, executors, administrators and assigns, or Daniel F. McMullen his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Five Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Catherine Barley Erlich

Mary L. Smith

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 23rd day of January

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Mary L. Smith

and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared Josephine M. Mackey

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Catherine Barley Erlich

Notary Public

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Paul K. Morgan et ux Filed and Recorded January 26th 1950 at 12:20 P.M. Mortgage
The Second National Bank of Cumberland, Maryland (Stamps \$7.15)

This Mortgage,

Made this 26th day of January

in the year Nineteen Hundred and Fifty, by and between Paul K. Morgan and Mae L. Morgan his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Cumberland, Maryland, a banking corporation, duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Sixty-five Hundred Dollars (\$6,500.00), this day loaned the parties of the first part by the party of the second part, and which is to be repaid with interest at 5% per annum in payments of not less than Seventy-five Dollars (\$75.00) per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit:

All those two lots or parcels of ground lying on the North side of the Bedford Road, about four (4) miles Northeastly from the City of Cumberland, in Allegany County, Maryland, said lots being described as follows, to wit:

FIRST LOT: BEGINNING for the same at an iron stake standing on the Northwest side of the Bedford Road, which stake stands South 34 degrees and no minutes West 505 feet from the end of the first line of a parcel of ground conveyed from Hannah B. McElfish to William Jenvey Pitzer and wife, dated the 31st day of July, 1933, and recorded in Liber No. 169, folio 581, one of the Land Records of Allegany County, Maryland, and running thence (magnetic bearings November 1935, and with horizontal measurements) with the Northwest side of Bedford Road, South 34 degrees and no minutes West 50 feet to an iron stake; thence leaving said road, North 56 degrees and no minutes West 220 feet to an iron stake; thence North 34 degrees and no minutes East 50 feet to an iron stake; thence South 56 degrees and no minutes East 220 feet to the beginning.

SECOND LOT: BEGINNING for the same at an iron stake standing on the Northwest side of said Bedford Road, which stake is South 34 degrees and no minutes West 555 feet from the end of the first line of parcel of ground conveyed by Hannah B. McElfish to William Jenvey Pitzer and wife, dated the 31st day of July, 1933, and recorded in Liber No. 169, folio 581, one of the Land Records of Allegany County, Maryland, and running thence (magnetic bearings as of November, 1935, and horizontal measurements) with the Northwest side of said Bedford Road, South 34 degrees and no minutes West 50 feet to an iron stake; thence leaving said road, North 56 degrees and no minutes West 220 feet to an iron stake; thence North 34 degrees and no minutes East 50 feet to an iron stake; thence South 56 degrees and no minutes East 220 feet to the beginning. BEING the same property conveyed to the parties of the first part by Robert A. Robinette and Virginia R. Robinette, his wife, by deed dated the 20th day of May, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 220, folio 470.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Sixty-five Hundred (\$6500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-five Hundred (\$6,500.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest Angela W. McClure
Angela W. McClure

Paul K. Morgan (Seal)

Mae L. Morgan (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 26th day of January

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Paul K. Morgan and Mae L. Morgan his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Moener, Cashier of The Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Chas E. Shaw

Notary Public

William J. Twigg et ux Filed and Recorded January 26th 1950 at 10:10 A.M. Mortgage
William L. Wilson, Jr. Trustee

This Mortgage,

MADE this 25th day of January PURCHASE MONEY in the year Nineteen Hundred and Fifty, by and between

William J. Twigg and Eleanor V. Twigg, his wife,

of Allegany County, in the State of Maryland part 1st of the first part, and

William L. Wilson, Jr. Trustee

of Allegany County, in the State of Maryland part 2nd of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted unto the party of the second part in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars, this day loaned the parties of the first part by the party of the second part, which principal sum with interest at 4% per annum is to be repaid by the parties of the first part to the party of the second part in payments of not less than Fifty (\$50.00) Dollars per month, said payments to be applied first to the interest and the balance to the principal until the amount of principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William J. Twigg and Eleanor V. Twigg, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said William L. Wilson, Jr. Trustee, his

heirs and assigns, the following property, to-wit: all that lot, piece or parcel of ground, situate, lying and being on the westerly side of the old Cresap Road, leading to Cumberland, in the Potomac Park Addition to Cumberland, Allegany County, State of Maryland, said piece or parcel of ground being a portion of the Homer Grove Lot and more particularly described as follows:

BEGINNING for the same at a stake on the westerly side of Cresap Road, at the end of 283.35 feet on the second line of said Homer Grove Lot, said stake being also at the end of the third line of the Alvin R. Thomas lot, formerly a part of the whole Homer Grove Lot and running thence with a portion of said second line of the Homer Grove Lot, bearing reversed, South 4 degrees 26 minutes West 60 feet to a stake, thence leaving said Cresap Road and at right angles, North 85 degrees 34 minutes West 119.6 feet to a stake, thence parallel with said Cresap Road, North 4 degrees 26 minutes East 94.95 feet to a stake at the end of the second line of said Alvin R. Thomas Lot, thence with the third line of said Thomas Lot, South 69 degrees 16 minutes East 125 feet to the place of beginning.

IT BEING the said property which was conveyed to the parties of the first part by A. Frank Seaman and Cymboline A. Seaman, his wife, by a deed dated the 25th day of January, 1950, and recorded in Liber No. _____, folio _____, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Two Thousand Five Hundred (\$2,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said William L. Wilson Jr., Trustee

heirs, executors, administrators and assigns, or William L. Wilson Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Five Hundred (\$2,500.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Edith M. Twigg

William J. Twigg

(Seal)

Eleanor V. Twigg

(Seal)

Eleanor

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 25th day of January

in the year nineteen hundred and fifty, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

William J. Twigg and Eleanor V. Twigg, his wife,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared William L. Wilson, Jr. Trustee

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edith M. Twigg

Notary Public

Oliver Lee Young et ux
The First National Bank of Barton, Maryland

Mortgage

(Stamps \$2.20)

This Mortgage, Made this eighteenth day of January in the year Nineteen Hundred and fifty

, by and between Oliver Lee Young and Alveda Pear Young, husband and wife

of Barton, Allegany County, in the State of Maryland

parties of the first part, and The First National Bank of Barton, Maryland a corporation organized under the National Banking Laws of The United States of America,

of Barton, Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the party of the second part in the full and just sum of two thousand dollars for moneylent, which loan is evidenced by the promissory note of said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part at The First National Bank of Barton, Maryland, and whereas it was agreed between the parties, prior to the making of said loan and the giving of said note that this mortgage should be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or assigns

~~the following property, to-wit:~~ All that certain land in the town of Barton, Allegany County, Maryland, known as lot No. 38, and described as beginning at the end of the first line of lot No. 37 and running North 52 degrees East 60 feet to a stake, thence North 44 1/2 degrees West 124 feet to Georges Creek, and with it, to the end of the second line of Lot No. 37; thence South 44 1/2 degrees East 126 feet to the beginning. Being the same property which was conveyed unto the said parties of the first part by deed from Bertie Young and Hugh Young, dated September 5, 1941, and of record in Liber No. 193 Folio 637 of the land records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, administrators or assigns, do and shall pay to the said party of the second part its successors, the aforesaid sum of two thousand dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

heirs, executors, administrators and assigns, or Horace P. Whitworth, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest
 R. H. Gallagher
 Oliver Lee Young (Seal)
 Aleda Pear Young (Seal)
 (Seal)
 (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 19th day of January

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Oliver Lee Young and Aleda Pear Young, his wife,

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Patrick A. Laughlin, President of The First National Bank of Barton, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

R. H. Gallagher

Notary Public

Paul E. Knisley et ux
 Cumberland Savings Bank of Cumberland, Maryland
 Filed and Recorded January 27th 1950 at 4:00 P.M.

Mortgage

This Mortgage, Made this 27th day of January

in the year Nineteen Hundred and Fifty, by and between Paul E. Knisley and Gladys A. Knisley his wife

of Allegany County, in the State of Maryland

parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland

of County, in the State of

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Nine Hundred (\$900.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$20.00 per month plus interest at the rate of six per cent per annum, payable monthly.

This mortgage is for the balance of the unpaid purchase price of the property hereinafter described and is therefore a purchase money mortgage.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Paul E. Knisley and Gladys A. Knisley, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, the following property, to-wit: FIRST PARCEL. All that lot, piece or parcel of ground situated, lying and being on the northerly side of Mary Street, in the City of Cumberland, Allegany County, Maryland, known and designated as whole Lot No. 352 on the Plat of the Humbird Land and Improvement Company of Cumberland, Maryland, recorded at the end of Land Record No. 73 of Allegany County, Maryland, and particularly described as follows: Beginning for the same on the North side of Mary Street at the end of the first line of Lot No. 351 and running thence with said street, South 53 1/2 degrees East 30 feet; thence North 36 1/2 degrees and running thence with said street, South 53 1/2 degrees East 30 feet to the end of the East 125 feet to an alley, and with it North 53 1/2 degrees West 30 feet to the end of the second line of Lot No. 351; and with it reversed, South 36 1/2 degrees West 125 feet to the beginning. SECOND PARCEL. All that piece or parcel of ground situate lying and being on the Northerly side of Mary Street, in the City of Cumberland, Allegany County, Maryland, said piece or parcel of ground being the Easterly 17.62 feet of Lot No. 351 in Humbird Addition to the City of Cumberland and more particularly described as follows, to wit: Beginning for the same at a point on the Northerly side of Mary Street, distant South 53 degrees 30 minutes West 90 feet from the intersection of said side of Mary Street with the Easterly side of Virginia Avenue and running thence with said Mary Street North 53 degrees 30 minutes East 125 feet to a thence leaving said Mary Street at right angles North 36 degrees 30 minutes East 125 feet to a point on the southerly side of a 15 foot alley, thence with said alley South 53 degrees 30 minutes East 17.62 feet to the end of the division line between Lot 352 and Lot 351, thence with said division line South 36 degrees 30 minutes West 125 feet to the place of beginning. It being the same property which was conveyed to Paul E. Knisley and Gladys A. Knisley, his wife, by William P. Myers and Anna E. Myers his wife, by deed of even date herewith and to be recorded prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Paul E. Knisley and Gladys A. Knisley his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Nine Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Paul E. Knisley and Gladys A. Knisley, his wife

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public lions levied on said property, all which taxes,
mortgage debt and interest thereon, the said

Paul E. Knisley and Gladys A. Knisley, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
Cumberland Savings Bank of Cumberland, Maryland, its successors or

~~assigns, or F. Brooke Whiting~~
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Paul E. Knisley and Gladys A. Knisley his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Paul E. Knisley and Gladys A. Knisley his wife

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors

assigns, the improvements on the hereby mortgaged land to the amount of at least
Nine Hundred and no/100

Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to inure to the benefit of the mortgagee its successors ~~xxxx~~ or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Ethel McCarty

Paul E. Knisley (Seal)

Gladys A. Knisley (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 27th day of January

in the year nineteen hundred and Fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Paul E. Knisley and Gladys A. Knisley his wife

and each acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared Marcus A. Naughton Vice President of the
Cumberland Savings Bank of Cumberland, Maryland
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth and the said Marcus A. Naughton further made
oath that he is the Vice President of the Cumberland Savings Bank of Cumberland, Maryland and duly
WITNESS my hand and Notarial Seal the day and year aforesaid authorized to make this affidavit.

(Notarial Seal)

Ethel McCarty

Notary Public

Harold Arthur Metz et ux

To Farmers and Merchants Bank of Keyser, West Virginia

This Mortgage,

Made this 18th day of January

in the year Nineteen Hundred and Fifty

Harold Arthur Metz and Frances G. Metz, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Farmers and Merchants Bank of Keyser, West Virginia,
a corporation,

of Mineral County, in the State of West Virginia

parties of the second part, WITNESSETH;

Whereas, The said Harold Arthur Metz and Frances G. Metz, his wife are indebted to the
said Farmers and Merchants Bank of Keyser, West Virginia, in the full and just sum of Sixteen
Hundred and Fifty Dollars (\$1,650.00) which said sum and indebtedness is represented by a
negotiable promissory note bearing even date herewith executed by the said Harold Arthur Metz
and Frances G. Metz, his wife, payable on demand after date to the order of the Farmers and
Merchants Bank of Keyser, West Virginia, a corporation in the amount of Sixteen Hundred Fifty
Dollars (\$1,650.00) with interest at the rate of six per cent per annum at its Banking House
in Keyser, Mineral County, West Virginia.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said Harold Arthur Metz and Frances G. Metz, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said
Farmers and Merchants Bank of Keyser, West Virginia a corporation

successors and assigns, the following property, to-wit:

First: That certain parcel of land situate on the east side of the McMullen Highway in
Election District 8 of Allegany County, Maryland and more particularly described by metes and
bounds as follows: BEGINNING at an iron stake, located S. 59° E. 2 feet from a paradise tree
in the east boundary line of McMullen Highway (U SR 220) and in the third original line of the
tract of which this is a part 71.7 feet from the beginning thereof, and running thence with
said original and said road line, N. 22° 45' E. (N.B. 1938) 543.3 feet to a point in said road
line; thence with the said original lines (1938) N. 15° 15' E. 300 feet; thence N. 7° 30' E.
400 feet to a point in said road line where it intersects with the west boundary line of the
Baltimore and Ohio Railroad Right of Way; thence southward with said right of way line by
curve to the right, 1320 feet to an iron stake in said line; thence, crossing the original
tract, N. 59° 30' E. 129 feet to the place of the BEGINNING containing 1.94 acres, more or less,
and being the same parcel of real estate which was conveyed to the said Harold Arthur Metz and
Frances G. Metz, his wife, by Ernest L. Kerner and Loretta A. Kerner his wife, by deed dated
the 14th day of June, 1948, and to be recorded in the office of the Clerk of the Circuit Court
of Allegany County, Maryland, prior to the recordation of this mortgage.

Second: There is also conveyed, transferred and delivered unto the said party of the second
part One Model Number S-4 Serial Number 6652, Selb Manufacturing Company Four foot display case
which is installed and located in the store building situate upon the parcel of land above
described.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Harold Arthur Metz, and Frances G. Metz, his wife, the ir
heirs, executors, administrators or assigns, do and shall pay to the said
Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its successors
or assigns, the aforesaid sum of One Thousand Six Hundred Fifty
Dollars (\$1,650.00) with interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on the first part covenant that
performed, then this mortgage shall be void; the said parties of the first part covenant that
they will pay the sum of at least Fifty Dollars each month upon the said indebtedness herein-
before set forth and described.

Compared and Mailed
To Metz, Keyser, W. Va.
Jan 31 1950

And it is Agreed that until default be made in the premises, the said

Harold Arthur Metz and Frances G. Metz, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Harold Arthur Metz and Frances G. Metz, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation,

its successors, assigns, or Lester Reynolds, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Harold Arthur Metz and Frances G. Metz, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Harold Arthur Metz and Frances G. Metz, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and

assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred Dollars upon the improvements upon the above parcel of land and the sum of \$500.00 upon the said personal property. ~~to the amount of at least Fifteen Hundred Dollars upon the improvements upon the above parcel of land and the sum of \$500.00 upon the said personal property.~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its ~~liability~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seals of said mortgagors

Attest	A. L. Matlick	Harold Arthur Metz	(Seal)
	A. L. Matlick	Frances G. Metz	(Seal)
			(Seal)
			(Seal)

WEST VIRGINIA
State of Maryland,

Allegany County, to wit:
MINERAL

I hereby certify, That on this 19th day of January

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Harold Arthur Metz and Frances G. Metz, his wife

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George R. Davis, president and Cashier of the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) My commission expires Jan 7., 1953
C. B. Hott, N. P.
Notary Public

Mary Katharine Williams

Deed of Release

To Filed and Recorded January 23rd 1950 at 9:15 A.M.

Domenick Chucci, et ux

THIS DEED OF RELEASE, Made this 17th day of January, 1950, by and between Mary Katharine Williams, of the City of Washington, District of Columbia, party of the first part, and Domenick Chucci and Nunziata Chucci, his wife, of Allegany County, Maryland.

WITNESSETH:

WHEREAS, the parties of the second part herein executed a deed of trust to Harry G. Fisher, Trustee, which deed of trust is dated June 14, 1920, and recorded in Mortgage Liber 76, folio 461, among the Mortgage Records of Allegany County, Maryland, and

WHEREAS, the beneficial owner of the indebtedness secured by said deed of trust is one John J. Burk, all of which will more fully appear by reference to the aforementioned deed of trust, which reference is hereby specifically made, and

WHEREAS, the said deed of trust was paid many years ago but inadvertently a release of the same has not been recorded among the Mortgage Records of Allegany County, Maryland, and

WHEREAS, the said John J. Burk departed this life intestate during the year 1938 leaving surviving him as his only heirs at law his wife, Mary Burk, and a daughter, Mary Burk Williams, and

WHEREAS, the aforementioned Mary Burk Williams departed this life intestate during the year 1941 and the said Mary Burk departed this life during the year 1943 leaving surviving them as their only heirs at law Mary Katharine Williams, the grantor herein, and

WHEREAS, the said Mary Katharine Williams has been requested to release the aforementioned deed of trust and is desirous of doing so.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by the parties of the second part to the party of the first part, the party of the first part does hereby give, grant, bargain and sell, release, convey and confirm unto the parties of the second part all the following lots or parcels of land lying and being in Allegany County, Maryland near the Village of McCoolle, and which are more particularly described in the plat of the "Potomac Highlands" to-wit:

Lots number ninety-five (95), ninety-four (94) ninety-three (93) ninety-nine (99) one hundred (100) one hundred and one (101), one hundred and two (102), and ninety-eight (98); said lots numbers one hundred and two (102) one hundred and one (101), one hundred (100) ninety-nine (99), each fronting two hundred and twenty (220) feet on Dayton Street, and running back same width four hundred and sixty (460) feet, more or less, to Woodland Street. Said lot numbers ninety-eight (98) facing Dayton Street four hundred and two (402) feet, more or less, and running back four hundred and seventy-six (76) feet, more or less to Woodland Street, which street it faces, three hundred and ten (310) feet more or less. Lots number ninety-three (93) ninety-four (94) ninety-five (95) fronting Woodland Street two hundred and twenty (220) feet and running back five hundred (500) feet to Highland Street, which street each faces two hundred and twenty (220) feet, more or less. Also all right, title and interest in and to so much of the map of the "Potomac Highlands" that lies between lots numbers one hundred and two (102) one hundred and one (101) one hundred (100) ninety-three (93) ninety-four (94) and ninety-five (95) comprising a strip thirty (30) feet wide, and being part of Woodland Street.

IT being the same property which was conveyed by John J. Burk, et ux to Domenick Chucci by deed dated June 14, 1920, and recorded in Deeds Liber 133, folio 439, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said parties of the second

part herein, their heirs and assigns, forever, in fee simple, in the same manner as if the aforementioned deed of trust had never been executed.

WITNESS my hand and seal the day and year first above written.

WITNESS:

Beatrice Duncan

Mary Katharine Williams

DISTRICT OF COLUMBIA, CITY OF WASHINGTON TO WIT:

I HEREBY CERTIFY That on this 17 day of January, 1950, before me, the subscriber, a Notary Public of the District of Columbia in and for said City, personally appeared Mary Katherine Williams and acknowledged the foregoing instrument of writing to be her act and deed.

Witness my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Lillie L. Christy, Notary Public

My Commission Expires:

Notary Public

My commission expires Jan. 31, 1950.

George E. Shepherd et ux

Chattel Mortgage

To

Filed and Recorded January 19 1950 at 10:20 A.M.

Irving Millenson T/A Millenson Company

THIS CHATTEL MORTGAGE, Made this 3rd day of January, 1950, by George E. & Hazel M. Shepherd (wife) of the City/County of Cumberland/Allegany State of Maryland, hereinafter called the "Mortgagor" to Irving Millenson, T/A. Millenson Company, 106-108 South Liberty Street, Cumberland, Maryland, License No. 65, hereinafter called the "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$300.00) the actual amount lent by the Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount the Mortgagor hereby covenants to repay unto the Mortgagee as hereinafter set forth, the said Mortgagor doth hereby bargain and sell unto the said Mortgagee the following described Motor Vehicle with all attachments and equipment now located in said City/County of Cumberland/Allegany in said State of Maryland, that is to say:-

Make of Car	Model	Year	Engine No.	Serial No.	Other Identification
Chevrolet	2 Dr. Sedan	1940	2890868	14K11-5529	

TO HAVE AND TO HOLD the same unto the said Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if the said Mortgagor shall pay or cause to be paid to the said Mortgagee, its successors and assigns, at its or their regular place of business the aforesaid principal sum of Three Hundred Dollars (\$300.00) in 15 successive monthly installments of Twenty five--13 Dollars (\$25.13) each, which includes interest before and after maturity at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 3rd day of February 1950 together with a final installment covering any unpaid balance, including interest as aforesaid, which installment shall be payable on the 3rd day of April, 1951, Tues. inst. then these presents shall be void.

The Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said mortgaged personal property from the State of Maryland without the consent in writing of the Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by the Mortgagee at any time.

In the event of default in any of the covenants or conditions hereof, or if the Mortgagor sell or offer to sell said mortgaged personal property or any part thereof, then the entire remaining unpaid principal, together with interest as aforesaid shall immediately become due and payable at the option of the Mortgagee, without prior demand, and said Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of the Mortgagor to the Mortgagor; after such possession under the terms hereof, the Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

The Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to the Mortgagor at his or her last known address, notifying him or her that the Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of the Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder, therefore, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, the Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which the Mortgagor resides or in the City or County in which the Mortgagee is licensed whichever the Mortgagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned a statement in the English language showing the amount and date of the loan the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s)

WITNESS Virginia Beall

Hazel M. Shepherd (Seal)

WITNESS Virginia Beall

George E. Shepherd (Seal)

STATE OF MARYLAND, CITY/COUNTY OF Cumberland/Allegany To-Wit:

I HEREBY CERTIFY that on this 3rd day of January, 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared George E. & Hazel M. Shepherd the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared --- Attorney in fact of Irving Millenson, T/A Millenson Company, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Virginia C. Beall, Notary Public.

Ernest C. Porter

Release of Bill of Sale

To Filed and Recorded January 19th 1950 at 10:35 A.M.

Frank E. Adams et ux

RELEASE OF BILL OF SALE.

This release, made this 19th day of January, 1950, by Ernest C. Porter, of Allegany County, Maryland.

WHEREAS, by a Bill of Sale bearing date of 27th day of June, 1945, under the hands and seals of Frank E. Adams and Elizabeth Adams, his wife, of Allegany County, Maryland, by the way of a Bill of Sale for the purpose of securing the payment of the sum of \$1750.00 and interest at the period expressed in that indenture as reference thereto, recorded among the Land Records for Allegany County, Maryland, aforesaid in Liber 176 folio 218, will more fully appear.

And whereas, the said Frank E. Adams and Elizabeth Adams, his wife, has fully paid to the said Ernest C. Porter, the entire amount of the aforesaid Bill of Sale debt, and all interest thereon accrued, as the said Ernest C. Porter admits and acknowledges, wherefor this instrument is executed.

Now, therefore, this release witnesseth that in consideration of the premises and of the sum of one dollar, the said Ernest C. Porter, does hereby grant and release unto the said Frank E. Adams and Elizabeth Adams, his wife, the Bill of Sale mentioned and the same manner as if the aforesaid Bill of Sale had never been executed.

As witness my hand and seal the day and year first above written.

Witness

Ernest C. Porter (Seal)

Clarence Shutter

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Ralph A. Indolfi et ux

Mortgage

To Filed and Recorded January 20th 1950 at 11:10 A.M.

Frank M. Wilson et al

THIS PURCHASE MONEY MORTGAGE, Made this 18th day of January, 1950, by and between Ralph A. Indolfi and Florence C. Indolfi, his wife, of Allegany County, Maryland, parties of the first part, and Frank M. Wilson, Nellie Wilson Footer, and Jeanne A. Wilson of Allegany County, Maryland, parties of the second part, WITNESSETH:

WHEREAS, the said parties of the first part stand indebted unto the parties of the second part in the full and just sum of Forty-five Thousand Dollars (\$45000.00) which principal sum with interest thereon at the rate of 5% per annum shall be payable by the parties of the first part to the parties of the second part in payments of not less than Five Hundred Dollars (\$500.00) per month, together with interest which shall be also payable monthly. The first of said monthly payments and the said interest shall be due and payable one (1) month from the date hereof and to continue monthly until the full amount of principal and interest is paid with the right, however, to the parties of the first part, their heirs and assigns, to pay off any balance of said principal and interest at any time. The indebtedness aforesaid being a part of the purchase money owing to the parties of the second part by the parties of the first part in connection with the purchase of the first parcel of real estate hereinafter described, and this being a purchase money mortgage to secure the same as to the said first parcel.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in

hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to wit:

FIRST PARCEL: All those lots, pieces and parcels of land reduced to one survey and one set of outlines lying at the Southwest corner of Union and George Streets, in Cumberland, Maryland particularly described by metes and bounds as follows:

BEGINNING for all the same at the Southwest corner of Union Street and Commerce Street (now called George Street) and running thence in a Westerly direction with the South side of and fronting on said Union Street 81 feet to the Easterly line of the Union Street School property, thence running back Southerly with an even width of 81 feet bounding on the West side of the said Easterly line of said Union Street property parallel with said George Street 105 feet to an Alley twenty feet wide; thence running with said Alley Easterly parallel with said Union Street to the West side of George Street; thence with said George Street northerly by a straight line to the beginning. Said whole lot being known as the "Russell Property", said whole lot being composed of four lots of ground which were conveyed to William H. McCormick by three separate deeds, one from Lewis C. Boehm to William H. McCormick dated the 24th day of December 1864, recorded in H.R. No. 22 folio 455, one of the Land Records of Allegany County, and one from R.D. Johnson and others to said William H. McCormick, dated the 2nd day of April, 1872, and recorded in Liber H.R. No. 36, folio 552, of said Land Records, and the third from Charles G. Shriver and others to said William H. McCormick, dated the 30th day of October, 1872, and recorded in Liber T. L. No. 41, folio 414, one of said Land Records. It being also one of the parcels of real estate conveyed to Maria J. Wilson by Frank M. Wilson and Walter C. Capper, Trustee, by deed dated September 30, 1937, and recorded in Liber ___ folio ___ one of the Land Records of Allegany County, Maryland. It being also one of the parcels of real estate conveyed by William A. Gunter, Trustee, to Frank M. Wilson, Nellie Wilson Footer and James Homer Wilson (now deceased) by deed dated May 23, 1938, and recorded in Liber 180, folio 602, one of the Land Records aforesaid. The interest of the said J. Homer Wilson was devised to his wife, the said Jeanne A. Wilson by his will dated July 6, 1934, and recorded in Liber "U" folio 483, one of the Wills Records of Allegany County, Maryland. SUBJECT, HOWEVER, to certain life estates in certain portions of the property as described in the deed from the parties of the second part herein to the parties of the first part dated January 18, 1950, and intended to be recorded among the Land Records of Allegany County together with this mortgage.

As additional security for the prompt payment of the aforesaid indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do also give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to wit, all of which is situated in the City of Cumberland, Allegany County, Maryland:

SECOND PARCEL: Lot No. 5, Block 6, on the Westerly side of Louisiana Avenue as shown on the Revised Plat of Johnson's Heights Addition, being the same land which was conveyed to the parties of the first part by Albert L. Weber (widower) by deed dated August 19, 1947, and recorded among said Land Records in Liber No. 216 folio 610.

The above property is subject to a first mortgage from the parties of the first part to Delbert R. Kitzmiller, dated November 1, 1949 and recorded in Mortgage Liber 228, folio 478, one of the Mortgage Records of Allegany County.

THIRD PARCEL: Lot No. 6 Block 6 situated on the Westerly side of Louisiana Avenue as shown on the Revised Plat of Johnson's Heights Addition, being the same land which was conveyed to the parties of the first part by Angus Brown et ux, by deed dated January 30, 1943, and recorded among said Land Records in Liber No. 195, folio 225.

FOURTH PARCEL: Lot No. 7 Block 6 situated on the Westerly side of Louisiana Avenue, as

shown on the Revised Plat of Johnson's Heights Addition, being the same land which was conveyed to the parties of the first part by Charles D. Luman, et ux by deed dated January 30, 1943, and recorded among said Land Records in Liber No. 195, folio 256.

The above third and fourth parcels are subject to a first mortgage from the parties of the first part to the Equitable Life Assurance Society of the United States dated the ___ day of ___ 19___, and recorded among the Mortgage Records of Allegany County in Liber 229, folio 1.

As further security to secure the prompt payment of the aforesaid indebtedness, the said Ralph A. Indolfi covenants and agrees to insure and keep insured his life in The Travelers Insurance Company with a combination straight life and twenty-year term policy so that the life policy shall be in the amount of Fifteen Thousand Dollars (\$15,000.00) and the term policy in the amount of Thirty Thousand Dollars (\$30,000.00) and thereafter to assign the same to the three mortgagees herein.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said parties of the second part, their heirs executors administrators or assigns, the aforesaid sum of Forty-five Thousand Dollars (\$45,000.00) together with the interest thereon, as and when the same shall become due and payable and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or William A. Gunter his her or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes, levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty Thousand Dollars (\$30,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim

hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Attest: Wm. M. Somerville

Ralph A. Indolfi (Seal)

Florence C. Indolfi (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 18th day of January 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ralph A. Indolfi and Florence C. Indolfi, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Frank M. Wilson, Nellie Wilson Footer and Jeanne A. Wilson, the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Mary C. Kelly Notary Public.

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Walter G. Watson et ux

Mortgage

To File and Recorded January 20th 1950 at 2:35 P.M.

The First National Bank of Cumberland

THIS MORTGAGE, Made this 20th day of January, 1950 by and between Walter G. Watson and Margaret S. Watson, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Three Thousand nine hundred and fifty (\$3950.00) dollars, payable one year after date with interest from date at the rate of five percent per annum, payable quarterly, which said sum is a part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a purchase money mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) in hand paid, and in order to secure the prompt payment of the said indebtedness together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do hereby give, grant, bargain, and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all that piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 25 in First Addition Bowling Green, situate along the Old River Road, now called McMullen Boulevard a Plat of which Addition is recorded among the Land Records of Allegany County, said lot being described as follows:

Compared and Mailed 1/24/50
To the State of Maryland
1/24/50

BEGINNING at a point on the Southeasterly side of Cresap Road, (as shown on said Plat) at the dividing line between Lots Nos. 24 and 25, and running thence with said side of said road, North 41 degrees 40 minutes East 40 feet, thence South 48 degrees 20 minutes East 120 feet to an alley, thence South 41 degrees 40 minutes West 40 feet to said division line between Lots Nos. 24 and 25, and with said division line, North 48 degrees 20 minutes West 120 feet to the place of beginning.

It being the same property conveyed to the said Walter G. Watson and Margaret S. Watson his wife, by deed of Loy E. Auman and Lora G. Auman, his wife, of even date herewith, and intended to be recorded among the land records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

The said property is subject to the following restrictions: That no residence costing less than \$3,000.00 shall be erected upon any part of said property and no building shall be erected upon said lot within twenty feet of the lot line fronting on said road and subject to the further restrictions that said property shall not be sold or leased to any person other than those of the Caucasian Race and that no form of intoxicating liquor will be manufactured and sold upon said premises as set out in a deed of T. Walter Long and others, dated the 2nd day of June, 1932 and recorded in Liber No. 167 folio 674, reference to which said deed is hereby made for a more full and particular description of said lot and of the restrictions therein mentioned.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said party of the second part, its successors or assigns the aforesaid sum of Three Thousand nine hundred and fifty (\$3950.00) dollars, together with the interest thereon, in the manner and at the times as above set forth, and such future advances together with the interest thereon, as maybe made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in

Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all money owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of Three thousand nine hundred and fifty (\$3950.00) dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS AS TO BOTH:

H. C. Landis

Walter G. Watson (Seal)

Margaret S. Watson (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY That on this 20th day of January 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Walter G. Watson and Margaret S. Watson, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also appeared H.A. Pitzer President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

A.A. Helmick, Notary Public.

Bill of Sale

West Virginia Pulp & Paper Co.

To

Filed and Recorded January 23rd 1950 at 2:00 P.M.

(Stamp \$2.75)

The Potomac Edison Company

BILL OF SALE

THIS BILL OF SALE, Made in Triplicate, this 30th day of November, 1949, by and between the West Virginia Pulp and Paper Company, a corporation of the State of Delaware party of the first part, and The Potomac Edison Company, a corporation of the State of Maryland, part of the second part, witnesseth,

WHEREAS, the parties hereto did on the 11th day of October 1949 enter into a written agreement whereby the party of the first part, in consideration of the sum of twenty-five hundred dollars (\$2500.00) agreed to sell, transfer and deliver unto the party of the second

Compared and
T. J. Capper
Notary Public
Allegany County, Md.
12-19-50

If this mortgage includes a motor vehicle the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall betaken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

Witness E. D. Johnson

Charlotte V. Livingood (Seal)

WITNESS E. F. Hoban

Walter E. Livingood (Seal)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND, ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 23 day of January, 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Charlotte V. Livingood and Walter E. Livingood (Her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared E. F. Hoban Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

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The Flintstone Volunteer Fire Company

Mortgage

To Filed and Recorded January 24" 1950 at 3:00 P.M.

The Liberty Trust Company of Cumberland, Maryland

(Stamps \$8.80)

THIS MORTGAGE, Made this 23rd day of January, 1950, by and between The Flintstone Volunteer Fire Company, a corporation duly created and existing under the Laws of the State of Maryland, party of the first part and The Liberty Trust Company, Cumberland, Maryland, a corporation duly incorporated under the Laws of Maryland, party of the second part, witnesseth:

WHEREAS, at a full membership meeting of the members of The Flintstone Volunteer Fire Company, a Maryland corporation held at the principal office of the corporation, on the 13th day of January, 1950, at which meeting, 25 members of said corporation were present and all of the officers, directors and trustees so present, as well as the members, waived notice in writing of the time, place, purpose and manner of said meeting, the following resolution was duly adopted:

"RESOLVED, that the officers of The Flintstone Volunteer Fire Company be and they are hereby authorized and instructed to borrow from The Liberty Trust Company, Cumberland, Maryland, the sum of Eight Thousand One Hundred Dollars, (\$8,100.00) which said indebtedness, together with the interest thereon, is to be secured by a Mortgage in the amount of Eight Thousand One Hundred Dollars (\$8,100.00) on the property now owned by the said The Flintstone Volunteer Fire Company, which was purchased from Lemuel C. Kirk and wife, and located in Flintstone, Maryland, and to be further secured by a Chattel Mortgage to be given on all of the motor equipment of said company, consisting of a fire truck and ambulance and it was further resolved that the officers of The Flintstone Volunteer Fire Company, a corporation, be and they are hereby authorized to execute such Mortgages, Chattel Mortgages, Notes or other papers, in writing, necessary to complete the borrowing of said money from The Liberty Trust Company and to deliver said Mortgages, Chattel Mortgages, Notes or other paper writing to The Liberty Trust Company in exchange for the advance of Eight Thousand One Hundred Dollars (\$8,100.00) hereby authorized to be borrowed, and

WHEREAS, this meeting of the membership of The Flintstone Volunteer Fire Company has been called to take action on this recommendation, and

WHEREAS, this corporation has, by its charter and by-laws, full power and authority to borrow money for its proper corporate purposes and to secure its indebtedness by mortgaging, pledging, hypothecating or otherwise encumbering its property of any kind or description."

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors consisting of the officers and trustees of The Flintstone Volunteer Fire Company be and they are hereby authorized to execute a Mortgage, Chattel Mortgage, Promissory Note or Notes or other evidence of indebtedness upon the real estate and personal property as herein described and referred to to The Liberty Trust Company, a corporation, Cumberland, Maryland, to secure its indebtedness with said Bank in the amount of Eight Thousand One Hundred Dollars (\$8,100.00) and

FURTHER WHEREAS, at a meeting of the Board of Directors of said Company also held on the 13th day of January, 1950, the following resolution was duly adopted:

"RESOLVED, that the President and Secretary of The Flintstone Volunteer Fire Company, be and they are hereby authorized and directed to borrow, for the use and benefit of the Company, from The Liberty Trust Company, a corporation, Cumberland Maryland the sum of Eight Thousand One Hundred Dollars, (\$8,100.00) at such rate of interest and upon such terms as they shall deem proper, and in order to more effectually secure the payment of said indebtedness, the said President and Secretary are further authorized and directed to execute and deliver a Mortgage, Chattel Mortgage, Notes or other evidence of indebtedness in the name of the Company to said Bank upon the real and personal property as designated", and

WHEREAS, the said The Flintstone Volunteer Fire Company, a Maryland corporation, now stands indebted unto The Liberty Trust Company, a corporation, of Cumberland, Maryland, in the just and full sum of Eight Thousand One Hundred Dollars, (\$8,100.00) payable to the order of the said The Liberty Trust Company one year after date, with interest from date at the rate of five Per Centum (5%) per annum, payable quarterly as it accrues at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year the first prorata quarterly interest hereunder to be payable on March 31, 1950.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does bargain, sell, give, grant, convey, release and confirm unto the said The Liberty Trust Company, of Cumberland, Maryland, its successors and assigns, the following property, to wit:

All its right, title and interest of every kind and description both at law and in equity and expressly including possession rights, in and to the following particularly described pieces or parcels of ground.

(1) All that lot or parcel of land lying and being on the North side of the Baltimore Pike and East of Flintstone Creek in Election District No. 3, Allegany County, Maryland, which was conveyed to Thomas P. Robosson by two deeds, the first dated the 24th day of January, 1871, by John Piper and recorded in Liber 33, folio 132, one of the Land Records of Allegany County, Maryland, the second dated the 30th day of January, 1902, by Annie M. Piper et al and recorded in Liber 90 folio 310, one of said Land Records and more particularly described as follows:

BEGINNING at the extreme southeast corner of a concrete wall on the North side of the Baltimore Pike and running then by Magnetic Meridian as of November, 1945, and horizontal measurements, North 29 degrees 06 minutes East 175.2 feet, passing a post at the southwest corner of the Bender lot at one foot and with the fence to a post; and with a fence, North 63 degrees 02 minutes West 109.0 feet to the first line of "Flintstone"; then reversing a part of said line South 14 degrees 12 minutes West 173.5 feet to the extreme southwest corner of the concrete wall; South 57 degrees 46 minutes East 64.1 feet to the beginning.

(2) All that piece or parcel of ground adjacent to the above described parcel, to wit:

BEGINNING at the end of the second line of above lot and continuing the said second line North 63 degrees 02 minutes West to the East edge of Flintstone Creek; then down said edge of creek to the North limit of the Baltimore Pike; then with the limits of said highway to the end of the third line above; then reversing said line, North 14 degrees 12 minutes East 173.5 feet to the beginning.

IT being the same property which was conveyed to the said party of the first part by deed of Lemuel G. Kirk and wife, dated December 17, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber 206, folio 472,.

This obligation is also secured, in part, by a Chattel Mortgage upon two pieces of motor equipment, consisting of a fire truck and ambulance, which said Chattel Mortgage bears even date herewith and special reference is hereby made thereto.

The said party of the first part further covenants and agrees for itself, its successors and assigns, that upon the acquisition by it of any additional real estate or any additional chattels or personal property or equipment, it will, from time to time, as requested by the holders of the notes secured hereby, execute and deliver to the noteholders or their successors and assigns, Supplemental Mortgages or Chattel Mortgages thereon, so as to further secure the repayment of the indebtedness hereby secured by a lien or liens on such additional property.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said party of the first part, its successors and assigns, do and shall pay to the said The Liberty Trust Company, of Cumberland, Maryland, its successors or assigns the aforesaid sum of Eight Thousand One Hundred Dollars, (\$8,100.00) together with the interest thereon, when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all of which taxes, mortgage debt and interest thereon the said party

of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, of Cumberland, Maryland, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Allegany County, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first; to the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee including taxes, and a commission of eight (8%) percent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not and as to the balance, to pay it over to the said party of the first part, its successors and assigns.

AND the said party of the first part further covenants to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand One Hundred Dollars (\$8100.00) and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several successors or assigns, of the respective parties thereto.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President, with its Corporate Seal hereunto affixed, all duly attested by its Secretary on the day and year above written.

Attest: Carl J. Browning
Secretary
(Corporate Seal)

THE FLINTSTONE VOLUNTEER FIRE
COMPANY
By J.E. Mullenax, President

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 23rd day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared J. E. Mullenax, President of The Flintstone Volunteer Fire Company, and acknowledged the foregoing mortgage to be the act and deed of said corporation; and the said J.E. Mullenax further, in like manner, made oath that he is the President of The Flintstone Volunteer Fire Company and duly authorized by it to make this affidavit; and at the same time before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company of Cumberland, Maryland, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and correct as therein set forth, and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Benjamin Ralph Lashley et ux

Chattel Mortgage

To Filed and Recorded January 24th 1950 at 8:30A.M.

Frostburg National Bank

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 23rd day of January, 1950, by and between Benjamin Ralph Lashley and Betty Lashley, his wife Mt. Savage of Allegany County, Maryland parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Fourteen Hundred Seventy-Six and 72/100 Dollars (\$1,476.72) which is payable with interest at the rate of six per cent (6%) per annum in 24 monthly installments of Sixty-One and 53/100 Dollars (\$61.53) payable on the 23rd day of each and every calendar month. said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Mt. Savage, Allegany County, Maryland: 1950 Dodge- 2 Door Sedan Serial No. : 37063448 Motor No.: D34-14514

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

Provided, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or

not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Fifteen Hundred and No/100 Dollars (\$1500.00) and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the parties of the first part.

Attest as to all:

M. C. Ferree

Benjamin Ralph Lashley (Seal)

Betty Lashley (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 23 day of January 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Lashley & Betty Lashley the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be their act and deed, and at the same time before me also appeared F. Earl Kreitzburg, Cashier and Agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Robert C. Ferree Notary Public.

Chattel Mortgage

Mary Virginia Neal

To Filed and Recorded January 24th 1950 at 8:30 A.M.

The Fidelity Savings Bank of Frostburg, Allegany County, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 23rd day of January in the year 1950 by and between Mary Virginia Neal (Single) of Allegany County, Maryland, hereinafter called the mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland a corporation hereinafter called the mortgagee,

WITNESSETH:

WHEREAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Thirteen Hundred Sixty-Nine and 20/100 Dollars (\$1,369.20) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$1,369.20 payable to the order of said bank.

Now, therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) the said mortgagor does hereby bargain and sell unto the said mortgagee the following described prop-

Compared and Mailed Delivered
To Notary Public
Jan 27 19 50